



**INVITATION TO BID #17-066  
ATMS III  
ITS SYSTEM EXPANSION AT THIRTY INTERSECTIONS  
PROJECT PI0013141**

**BID DUE DATE**

Thursday, July 27, 2017; 2:00  
p.m. City of Sandy Springs  
Purchasing Office  
7840 Roswell Road, Building 500  
Sandy Springs, GA 30350

Questions must be directed in writing to:  
City of Sandy Springs, Purchasing Agent, Kazonga Singleton,  
via e-mail to:

[ksingleton@sandyspringsga.gov](mailto:ksingleton@sandyspringsga.gov)

Deadline for questions from prospective contractors Thursday, July 6, 2017; 5:00 p.m.  
Questions received after this date and time may not be answered.

## DEFINITIONS

SSPWD: Sandy Springs Public Works Department

GDOT: Georgia Department of Transportation

ENGINEER: The Sandy Springs Director of Public Works or a duly authorized representative.

ADA: Americans with Disabilities Act

EA: Each

GAL: Gallon

LF: Lineal Feet

LS: Lump Sum

SY: Square Yard

TN: Ton

MUTCD: *Manual on Uniform Traffic Control Devices*

OSHA: Occupational Safety and Health Administration

FHWA: Federal Highway Administration

AASHTO: American Association of State Highway and Transportation Officials

CONTRACT DOCUMENTS: Contract Agreement, General Conditions,  
Special Provisions, Technical Specifications,  
Drawings and Plans, Bidding Documents

**CITY OF SANDY SPRINGS  
INVITATION TO BID #17-066  
ATMS III  
ITS SYSTEM EXPANSION AT THIRTY INTERSECTIONS**

The City of Sandy Springs is accepting sealed bids from highly qualified firms **meaning a Prequalified Prime Contractor** listed by the Georgia Department of Transportation, Office of Contract Administration for the **ITB #17-066 ATMS III ITS Expansion at Thirty Intersections Project PI 0013141 for the Public Works Department**. The contractor must self-perform tasks constituting a minimum of fifty-one percent (51%) of the value of the contract. Work will be done in accordance with Georgia Department of Transportation's (GDOT) Standard Drawings, Standard Specifications, and Pay Items Index as standards and specifications for the construction and completion of the work required. GDOT Standard Specifications Construction of Transportation Systems, 2013 Edition, and applicable special provisions and supplemental specifications apply to the contract. Plans for this project are available at LDI, <http://www.ldiline.com/projects/?p=189682>, **LDI Norcross** 3030-A Business Park Drive, Norcross, GA 30071, 770-263-1010 (P), 770-417-1147 (F).

All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein. Deadline for questions from prospective contractors is **Thursday, July 6, 2017; 5:00 p.m.** Questions received after this date and time may not be answered.

Sealed bids will be received **no later than Thursday, July 27, 2017; 2:00 p.m.** in the City of Sandy Springs Purchasing Office, 7840 Roswell Road, Bldg. 500, Sandy Springs, Georgia 30350 at which time bids will be opened and publicly read aloud. Bids received after the above time or in any other location other than the Purchasing Office **will not** be accepted.

Bids shall be presented in a sealed opaque envelope with the bid number and name **ITB #17-066 ATMS III ITS Expansion at Thirty Intersections Project PI 0013141** clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. One (1) original and three (3) copies should be submitted and one digital copy in PDF format saved to a CD or USB flash drive. Bids will not be accepted verbally or by fax or email. Bid packages are available on the City of Sandy Springs website, purchasing page <http://www.sandyspringsga.org/business/doing-business-with-the-city/bidding-opportunities> and also may be downloaded from the DOAS website at [www.doas.georgia.gov](http://www.doas.georgia.gov). All questions should be forwarded in writing to Kazonga Singleton at [ksingleton@sandyspringsga.gov](mailto:ksingleton@sandyspringsga.gov). Please refer to **ITB #17-066 ATMS III ITS Expansion at Thirty Intersections Project PI 0013141**, when requesting information.

The City of Sandy Springs reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs or to make no award. If an award is determined to be in the best interest of Sandy Springs the award will be to the lowest reliable bidder. Lower bidder will be determined by the lowest total base bid. The Disadvantaged Business participation goal for this project is seven percent (7%). The City of Sandy Springs shall host a pre-construction conference to include but not limited to the following; sponsor, successful contractor, selected DBE firm(s), GDOT Area Engineer and GDOT Project Manager.

The selected contractor must be able to start work within ten (10) calendar days after the "Notice to Proceed" is issued. The time of completion for the project is **five hundred and fifty (550)** calendar days from the date of the "Notice to Proceed." Section 108.08 of the State of Georgia Department of Transportation Standard Specifications Construction of Transportation Systems (current edition) shall be applied.

**BID FORM**  
**(Bidder to sign and return)**

**TO: PURCHASING MANAGER  
CITY OF SANDY SPRINGS  
SANDY SPRINGS, GEORGIA 30350**

**Ladies and Gentlemen:**

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Sandy Springs, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**ITB #17-066 ATMS III ITS EXPANSION AT THIRTY INTERSECTIONS  
PROJECT PI 0013141**

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Sandy Springs in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of Notice to Proceed and to complete all Work within **five hundred and fifty (550)** calendar days from the initial Notice to Proceed.

The Bidder will be required to sign a "Notice of Intent" (NOI) as the "operator" prior to beginning construction. The Bidder shall be responsible for installing and maintaining the "Best Management Practices" (BMP's) throughout the term of the project. Upon completion and prior to final payment the Bidder will be required to sign a "Notice of Termination (NOT) upon final approval by COSS.

Attached hereto is an executed Bid Bond (bond only: certified checks or other forms are not acceptable)).  
\_\_\_\_\_ in the amount of \_\_\_\_\_ Dollars (\$ Five Percent of Amount Bid).

If this bid shall be accepted by the City of Sandy Springs and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish



satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Sandy Springs may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond or certified check shall be forfeited to the City of Sandy Springs as liquidated damages.  
Bidder acknowledges receipt of the following addenda:

| Addendum No. | Date Received |
|--------------|---------------|
| _____        | _____         |
| _____        | _____         |
| _____        | _____         |
| _____        | _____         |

Bidder further declares that the full name and resident address of Bidder’s Principal is as follows:  
Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_

Bidder \_\_\_\_\_  
Company Name

Seal

Bidder Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
:  
:  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

## BID SCHEUDLE

### BIDDING INSTRUCTIONS

**The following items should be returned with the bid documents.**

- ☐ City Bid Schedule and City Bid Form
- ☐ Bid Bond\*
- ☐ Applicable Compliance Specifications Sheets
- ☐ Applicable Addenda Acknowledgement
- ☐ Affidavit Verifying Status for City Public Benefit Application\*
- ☐ Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)\*
- ☐ Qualifications Signature and Certification
- ☐ Corporate Certificate\*
- ☐ List of Subcontractors\*
- ☐ CD containing scanned copy of bid in PDF format
- ☐ Required Exhibits

**\*These pages can be found in the Appendices' section of the Sample Contract.**

## **INSURANCE REQUIREMENTS**

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. ☐ **Workers' Compensation & Employer's Liability Insurance.** Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. ☐ **Commercial General Liability Insurance,** including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. ☐ **Automobile Liability Insurance** with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. ☐ **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. ☐ **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. ☐ **Professional (Errors and Omissions) Insurance-** For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
7. ☐ **Fidelity Bond (Employee Dishonesty)** in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Sandy Springs, 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350.

## **BONDING REQUIREMENTS**

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Sandy Springs. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

The Successful Bidder shall also be required to furnish a Maintenance Bond, in the amount of one-third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of one (1) year from the completion of construction.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

**QUALIFICATIONS SIGNATURE AND CERTIFICATION**  
**(Bidder to sign and return)**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq., have not been violated and will not be violated in any respect.

Authorized Signature\_\_\_\_\_Date\_\_\_\_\_

Print/Type Name\_\_\_\_\_

Email Address \_\_\_\_\_

Print/Type Company Name Here\_\_\_\_\_

Company Address: \_\_\_\_\_



**SAMPLE  
CONTRACT AGREEMENT**

**For**

**ATMS III  
ITS SYSTEM EXPANSION AT THIRTY INTERSECTIONS  
PROJECT PI 0013141  
("Project")**

**Between**

**CITY OF SANDY SPRINGS, GEORGIA  
("City")**

**and**

**\_\_\_\_\_  
("Contractor")**

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–☐ Contractor Affidavit Under O.C.G.A. §13-10-91(b)(1)

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## CONTRACT AGREEMENT

This Agreement is made by and between the City of Sandy Springs, a political subdivision of the State of Georgia (hereinafter referred to as the City) and **Contractor Name**, (hereinafter referred to as the Contractor) under seal for construction of the **ATMS III ITS Expansion at Thirty Intersections Project # PI 0013141** (hereinafter referred to as the Project);

WHEREAS, the Contractor desires to enter into this Agreement for construction of the Project and has represented to the City that it is qualified (**meaning a Prequalified Prime Contractor listed by the Georgia Department of Transportation, Office of Contract Administration**) and experienced to provide such services necessary for construction of the Project (the City requires that the Contractor and to comply with all federal, state and local legal requirements imposed on the Project as the result of federal funding and the City has relied on such representation);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by and between the Contractor and the City as follows:

### ARTICLE I

#### THE CONTRACT AND THE CONTRACT DOCUMENTS

##### 1.1 The Contract

1.1.1 The Contract between the City and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

##### 1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, General Conditions, Special Provisions, the Technical Specifications, the Drawings and Plans, Bidding Documents, all Change Orders and Field Orders issued hereafter, the base bid made by the Contractor in response to the City's Invitation to Bid No. 17-066 (the "Bid"), and any other amendments hereto executed by the parties hereafter, together with the following (if any):

---

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form a part of this Contract.

##### 1.3 Entire Agreement

1.3.1 The Contract Documents constitute the entire and exclusive agreement between the City and the Contractor with reference to the Project.

##### 1.4 Subletting, Assignment, or Transfer

1.4.1 It is understood by the parties to this Agreement that the Work of the Contractor is considered personal by the City. The Contractor agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the City.

1.4.2 The City reserves the right to review all subcontracts prepared in connection with the Agreement, and the Contractor agrees that it shall submit to the City proposed subcontract documents together with Subcontractor cost estimates for the City's review and written concurrence in advance of their execution.

1.4.3 All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

## **1.5 No Privity with Others**

1.5.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.

## **1.6 Intent and Interpretation**

1.6.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price, as hereinafter defined.

1.6.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.6.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.6.4 The words include, includes, or including, as used in this Contract, shall be deemed to be followed by the phrase, without limitation.

1.6.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.6.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.6.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the shop drawings and the product data and shall give written notice to the City of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the City of the Contract Documents, shop drawings or product data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING THE DOCUMENTS FOR THE PROJECT, INCLUDING THE DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby made.

1.6.8 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

## **1.7 Ownership of Contract Documents**

1.7.1 The Contractor may be provided, have access to or become aware of the City's Confidential Information including the City's strategic plans, employee data, customer data and other technical and business information of the City (collectively referred to as the "Confidential Information"). The term Confidential Information includes the deliverables as well as all information generated by the Contractor that contains, references or is derived from the Confidential Information and the Services including, without limitation, the Contractor's summaries, analysis, extracts, working papers and notes relating to the Services and the Deliverables (referred to as the "Working Papers"). The Contractor agrees not to disclose the Confidential Information to third parties without the prior written approval of the City and not to make use of the Confidential Information other than as needed to perform the Services. The Contractor further agrees that it will only disclose the Confidential Information to its personnel on a need-to-know basis solely for the performance of the Services and will protect the Confidential Information with the same degree of care that the Contractor uses to protect its own confidential information, but no less than reasonable care or as the various laws may require or impose.

All Confidential Information as well as other documents, data and information provided to the Contractor by the City is and will remain the property of the City to the extent that it was the property of the City at the time it was provided to the Contractor.

All Confidential Information shall be returned to the City by the Contractor within five (5) business days of the completion of the Services under this Contract. The Contractor will keep no copies of the Confidential Information except that the Contractor may retain one copy of the Working Papers as required by law, regulation, professional standards or reasonable business practice. If requested by the City, an officer of the Contractor will certify in writing that, to the best of his/her knowledge, information and belief, all Confidential Information and all copies thereof (except for one copy of the Working Papers) have been delivered to the City or destroyed.

The Contract Documents, and each of them, shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

## **1.8 Hierarchy of Contract Documents**

1.8.1 In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large scale drawings and small scale drawings, the large scale shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; (d) as between the Contract Agreement and General and the specifications, the requirements of the Contract Agreement shall govern. As set forth hereinabove, any and all conflicts, discrepancies, or inconsistencies shall be immediately reported to the City in writing by the Contractor.

## **ARTICLE II**

### **THE WORK**

## **2.1 Contractor Responsibility**

2.1.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

## **2.2 “Work” Defined**

2.2.1 The term Work shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described in Exhibit A, SCOPE OF SERVICES, attached hereto and incorporated herein.

## **2.3 Review of Work**

2.3.1 Authorized representatives of the City, GDOT, and affected federal agencies may at all reasonable times review and inspect the activities and data collected under the terms of the Contract and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the City.

## **2.4 Workday and Restrictions, Suspension and Interruption**

2.4.1 Normal workday for the Work shall be from 8:00 A.M. to 5:00 P.M. and the normal work week shall be Monday through Friday. The City will consider extended workdays or work weeks upon written request on a case-by-case basis. The City may restrict work hours in certain locations or at certain times of the day. No work will be allowed on national holidays (i.e., Memorial Day, July 4<sup>th</sup>, Labor Day, etc.). The City may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as it may determine appropriate for the convenience of the City. The time for completion of the Work shall be extended by the number of days the Work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the Project.

## **2.5 Work to be performed by the Prime Contract**

2.5.1 Tasks constituting of at least fifty-one percent (51%) of the value of this contract must be performed directly by the prime contractor and shall not be sub-contracted to other firms.

2.5.2 The Contractor shall identify which tasks shall be self-performed.

## **ARTICLE III**

### **CONTRACT TIME**

#### **3.1 Time and Liquidated Damages**

3.1.1 The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed (“Notice to Proceed”) has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than five hundred and fifty (550) Calendar Days, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.



3.1.2 The Contractor shall pay the City the sum of \$500.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

### **3.2 Substantial Completion**

3.2.1 Substantial Completion shall mean the stage of the work when Sandy Springs has determined all pay items are sufficiently complete allowing the newly constructed facilities to be used for their intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

### **3.3 Time is of the Essence**

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

## **ARTICLE IV**

### **CONTRACT PRICE**

#### **4.1 The Contract Price**

4.1.1 The total contract amount for the Project (the "Contract Price") shall be as set forth in the bid schedule ("Bid Schedule") attached hereto as EXHIBIT B, BID SCHEDULE and incorporated herein. Payment to the Contractor pursuant to the Bid Schedule is full payment for the complete scope of services. The Contract Price shall not be modified except by Change Order as provided in this Contract.

## **ARTICLE V**

### **PAYMENT OF THE CONTRACT PRICE**

#### **5.1 Bid Schedule**

5.1.1 The Contractor shall invoice and be paid pursuant to the Bid Schedule contained in the Contract Documents.

#### **5.2 Payment Procedure**

5.2.1 The City shall pay the Contract Price to the Contractor as provided below.

5.2.2 Based upon the Contractor's invoices for payment submitted to the City, the City shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 5th day of each month after commencement of the Work, the Contractor shall submit an invoice for Work satisfactorily completed as evaluated by an inspector representing the City pursuant to the Bid Schedule. The invoice shall be in such form and manner, and with such supporting data and content, as the City may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated into the Work plus ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by

the City) for subsequent incorporation into the Work, less the total amount of previous payments received from the City. Payment for stored materials and equipment shall be conditioned upon the Contractor's proof satisfactory to the City, that the City has title to such materials and equipment and shall include proof of required insurance. Such invoice shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Work, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the City will review the invoice and may also review the Work at the Project Site or elsewhere to determine whether the quantity and quality of the Work is as represented in the invoice and is as required by this Contract. The City shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following receipt of each invoice. The amount of each partial payment shall be the amount approved for payment less such amounts, if any, otherwise owing by the Contractor to the City or which the City shall have the right to withhold as authorized by this Contract. The City shall not be precluded from the exercise of any of its rights as set forth in Paragraph 5.3 herein below; PROVIDED, HOWEVER, that when fifty (50) percent of the Contract value, including Change Orders and other additions to the Contract value, provided for by the Contract Documents is due, and the manner of completion of the Contract Work and its progress are reasonably satisfactory to the City.

5.2.4 The Contractor warrants that upon submittal of an invoice, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

### **5.3 Withheld Payment**

5.3.1 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

- (a) defective Work not remedied by the Contractor or, in the opinion of the City, unlikely to be remedied by the Contractor;
- (b) claims of third parties against the City or the City's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (e) evidence that the Work will not be completed in the time required for substantial or final

completion;

- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the City or a third party to whom the City is, or may be, liable.

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

#### **5.4 Punch List**

5.4.1 When the Contractor believes that the Work is substantially complete, the Contractor shall so notify the City. If the City deems the work is substantially complete, the City shall make a preliminary final inspection of the Project and shall submit to the Contractor a list of items to be completed or corrected (the "Punch List"). The Contractor shall complete all items on the Punch List within twenty-one (21) calendar days from the date of issuance of the Punch List by the City. If the Contractor is already in liquidated damages, as herein provided, prior to beginning the Punch List, then liquidated damages will be postponed for the twenty-one (21) calendar days. Once the twenty-one (21) calendar days expire, then liquidated damages will continue to accrue. In any case, once the twenty-one (21) calendar days expire after the Punch List is submitted to the Contractor, then liquidated damages will be assessed.

#### **5.5 Completion and Final Payment**

5.5.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, the Contractor shall notify the City thereof in writing. Thereupon, the City will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Contractor is entitled to the remainder of the unpaid Contract Price as hereinafter provided in Subparagraph 5.5.3. Guarantees required by the Contract shall commence on the date of final completion of the Work.

5.5.1.1 If the Contractor fails to achieve final completion within the time fixed therefor by the City, the Contractor shall pay the City the sum of \$ 500.00 (as stipulated in GDOT Standard Specifications 108.08) per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that final completion will be delayed without excuse, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.5.2 The Contractor shall not be entitled to final payment unless and until it submits to the City all documents required by the Contract, including, but not limited to, its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the City; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

5.5.3 Upon a determination by an inspector representing the City that the Work is complete in full accordance with this Contract, the City shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less two hundred percent (200%) of the reasonable cost as determined by the City for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

The City shall make final payment of all sums due the Contractor within thirty (30) days of final completion of the Project as determined by an inspector representing the City.

5.5.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

## **ARTICLE VI**

### **THE CITY**

#### **6.1 City Responsibility**

6.1.1 Excluding permits and fees normally the responsibility of the Contractor, the City shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

#### **6.2 Right to Stop Work**

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

#### **6.3 City's Right to Carry Out Work**

6.3.1 If the City determines to order the Contractor to stop the Work under the provisions of Paragraph 6.2, the City shall provide notice to the Contractor and the Contractor's surety under the performance bond that they have seven (7) days to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected and provide the City with a plan to remedy the cause of such Work stoppage. If the Contractor and the surety fail within seven (7) days of such Work stoppage to provide such assurance, then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the remedies necessary to eliminate or correct the cause of such Work stoppage. Upon proceeding to perform or cause to be performed any corrective actions, the City shall provide notice to the Contractor and the surety of action being taken by the City. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Contractor and the surety shall be responsible for paying the difference to the City.

## **ARTICLE VII**

### **THE CONTRACTOR**

#### **7.1 Duties with Respect to Documents**

7.1.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.6.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved shop drawings, product data or samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the City, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

## **7.2 Manner of Performance**

7.2.1 The Contractor shall perform the Work strictly in accordance with this Contract.

## **7.3 Supervision**

7.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the City for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

## **7.4 Compliance**

### **7.4.1 ☐ Equal Employment Opportunity**

During performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7.4.2 The Contractor's performance of the Work shall comply with all federal and state legal requirements imposed on GDOT including specifically, but not limited to, the provisions governing GDOT's authority to contract, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; GDOT's Rules and Regulations Governing the Prequalification of Prospective Bidders, Chapter 672-5; and GDOT's Standard Specifications, Construction of Transportation Systems (current edition), and Special Provisions modifying them, except as noted in the General Conditions to the Contract including in the Contract Documents. The Contractor shall require all subcontracts for construction of the Project to incorporate the requirements of this Subparagraph.

7.4.3 The Contractor shall comply with the provisions of Federal Form-1273, attached hereto as EXHIBIT C, REQUIRED CONTRACT PROVISIONS – FEDERAL AID CONSTRUCTION CONTRACTS, and incorporated herein. The Contractor further agrees to require compliance with and physical incorporation of the provisions of Federal Form-1273 into all subcontracts for construction of the Project.

7.4.4 The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT D, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

7.4.5 The Contractor shall comply with the provisions of Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) (43 CFR 14895) and shall physically include the provisions of Executive Order 11246 in each subcontract in excess of \$10,000. A copy of Executive Order 11246 (43 CFR 14895) is attached to this Agreement as EXHIBIT E, STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) (43 CFR 14895), and incorporated herein.

7.4.6 The Contractor shall certify that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the “Drug-Free Workplace Act” have been complied with in full, in the form attached hereto as EXHIBIT F, CERTIFICATION OF SPONSOR - DRUG-FREE WORKPLACE, and incorporated herein.

7.4.7 The Contractor shall subcontract a minimum of seven percent (7%) of the total amount of Project funds to Disadvantaged Business Enterprise (“DBE”), as defined and provided for under the Federal Rules and Regulations 49 CFR 23 and 26, and as outlined in EXHIBIT G, DBE REQUIREMENTS, attached hereto and incorporated herein.

7.4.8 The Contractor shall comply with and shall require its Subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990 (“ADA”), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791, and regulations and amendments thereto.

7.4.9 The Contractor shall provide to the City in the form attached hereto as EXHIBIT H, CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, a certification regarding debarment, suspension, ineligibility and voluntary exclusion in compliance with Executive Order 12549 and 49 CFR 29, according to instructions attached to the certification form. As a part of the Exhibit H certification, the Contractor agrees to include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” as provided by GDOT without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions, and shall cause the lower tier participant or Subcontractor to submit the certification attached hereto as EXHIBIT I, LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, according to the instructions attached to the certification form.

7.4.10 The Contractor shall comply with and shall require its Subcontractors to comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a), as prescribed by 23 U.S.C. 113 for federal aid highway projects, except roadways classified as local roads or rural minor collectors.

7.4.11 The Contractor shall comply with and shall require its Subcontractors to comply with Section 25-9-1, et seq. of the Georgia Code Annotated, “Georgia Utility Facility Protection Act”, CALL BEFORE YOU DIG 1-800-282-7411.

7.4.12 The Contractor shall comply with and shall cause its Subcontractors to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

7.4.13 The Contractor shall comply with and shall cause its Subcontractors to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in Department of Labor Regulations (29 CFR, Part 3).

7.4.14 The Contractor shall execute a certification and shall cause all Subcontractors to execute a certification in the form of EXHIBIT J, CERTIFICATION OF CONTRACTOR – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT, attached hereto and incorporated herein. Pursuant to the certification, Contractor agrees to comply with all applicable requirements of the Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, “Public Employers, Their Contractors and

Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program,” accessed at <http://www.dol.state.ga.us>.

7.4.15 The Contractor acknowledges and agrees that the failure to complete appropriate certifications or the submission of a false certification as required herein shall result in the termination of this Agreement as provided in Article XII herein.

7.4.16 The Contractor shall use suppliers on the appropriate GDOT Qualified Products List.

7.4.17 The Contractor shall perform testing to meet or exceed the requirements listed in the GDOT Sampling, Testing and Inspection Guide.

## **7.5 Warranty**

7.5.1 The Contractor warrants to the City that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. Unless otherwise specified in this Contract, acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City’s rights under any warranty or guarantee. The Contractor shall remedy all defects in the Work and pay for damage to the Work and/or to other City property resulting from defective Work, which shall appear within a minimum period of one (1) year from the date of acceptance of the Work under this Contract, unless a longer period is specified. The one (1) year warranty period shall begin after any repairs are performed, if needed.

## **7.6 Permits, Inspections, Fees and Licenses**

Except as otherwise provided herein, the Contractor shall obtain and pay for all permits, inspections, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law, ordinance, or regulation pertaining to the Work.

## **7.7 Supervision**

7.7.1 The Contractor shall employ and maintain at the Project Site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor’s authorized representative at the Project Site and shall be authorized to receive and accept any and all communications from the City.

## **7.8 Schedules**

7.8.1 The Contractor shall submit to the City on a weekly basis a Schedule of Work to be performed for the next two (2) weeks. The Schedule of Work must be delivered to the City each Thursday no later than 12:00 noon. The Contractor’s Schedule of Work shall be prepared in such form, with such detail, and supported by such data as the City may require. The City reserves the right to prohibit Work on any section of the Project not included in the weekly Schedule of Work. The Schedule of Work must accurately represent the intended Work and cannot be vague or broad, such as listing all Work in the Contract. The violation of this provision by the Contractor shall constitute a material breach of this Contract. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME. Strict compliance with the requirements of this Paragraph is a condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

## **7.9 Contract to be maintained at Project Site**

The Contractor shall continuously maintain at the Project Site, for the benefit of the City, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction.

Additionally, the Contractor shall maintain at the Project Site for the City the approved shop drawings, product data, samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the City.

#### **7.10 Shop Drawings, Product Data and Samples**

7.10.1 Shop drawings, product data, samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.10.2 The Contractor shall not perform any portion of the Work requiring submittal and review of shop drawings, product data or samples unless and until such submittal shall have been approved by the City. Approval by the City, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

#### **7.11 Cleaning the Project Site and the Project**

7.11.1 The Contractor shall keep the Project Site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the Project Site and the Project and remove all waste, together with all of the Contractor's property from the Project Site.

#### **7.12 Access to Work**

7.12.1 Access to the Work shall be given to the City, GDOT and any affected federal agency requiring access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

#### **7.13 Indemnity**

7.13.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and GDOT, their boards, officials, directors, officers, employees, representatives, agents, and volunteers from and against all liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.13.2 In claims against any person or entity indemnified under this Paragraph 7.13 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.13 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13.3 The Contractor shall ensure that the provisions of this Paragraph 7.13 are included in all contracts and subcontracts for the performance of Work under this Agreement.

#### **7.14 Means, Methods, Techniques, Sequences, Procedures and Safety**

7.14.1 The Contractor is fully responsible for, and shall have control over, all construction means, methods, techniques, sequences, procedures and safety, and shall coordinate all portions of the Work required by the Contract Documents. The Contractor shall confine its apparatus, material and the operations of its workers to limits/requirements indicated by law, ordinances, permits, codes and any restrictions of the City, and shall not unreasonably encumber the premises with its materials or supplies.



The Contractor shall adequately protect its own property from damage, will protect the City's property from damage or loss, and will take all necessary precautions during the progress of the work to protect all persons and the property of others from injury or damage. The Contractor shall take all precautions for the safety of employees, and shall comply with all applicable provisions of Federal, State and local safety laws, building codes and any restrictions of the City to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

The Contractor shall erect and properly maintain at all times as required by the conditions, service and work, all necessary safeguards for the protection of its employees, the Contractor's employees, and the public, and shall post signs warning against potential hazards.

#### **7.15 Separate Contracts**

7.15.1 The City reserves the right to perform work on the premises with its own forces or by the use of other contractors. In such event, the Contractor shall fully cooperate with the City and such other contractors and shall coordinate, schedule and manage its work so as not to hinder, delay or otherwise interfere with the separate work of the City or other contractors.

#### **7.16 Maintenance of Contract Cost Records**

7.16.1 The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of its Bid and shall make such material available at all reasonable times during the period of the Contract, and for three (3) years from the date of final payment under the Contract, for inspection by GDOT and any reviewing agencies, and copies thereof shall be furnished upon request. The Contractor agrees that the provisions of this Subparagraph shall be included in any agreement it may make with any Subcontractor, assignee, or transferee.

### **ARTICLE VIII**

#### **CONTRACT ADMINISTRATION**

##### **8.1 Claims by the Contractor**

8.1.1 All Contractor claims shall be initiated by written notice and claim to the City. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.1.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.1 shall be reflected by a Change Order executed by the City and the Contractor.

8.1.3 **Claims for Concealed and Unknown Conditions** -- Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

**8.1.4 Claims for Additional Costs** -- If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefor, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

**8.1.4.1** In connection with any claim by the Contractor against the City for completion in excess of the Contract Price, any liability of the City shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction.

**8.1.5 Claims for Additional Time** -- If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

**8.1.6 Extension of Contract Time for Unusually Adverse Weather Conditions Not Reasonably Anticipated**

**8.1.6.1** Pursuant to the provisions of Subparagraph 8.1.5 of the Contract Agreement, the Contract Time may be extended upon written notice and claim of the Contractor to the City as set forth in such Subparagraph and as further set forth herein. It is, however, expressly agreed that the time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors.

Furthermore, in addition to the notice requirements set forth in the aforesaid Subparagraph 8.1.5, the Contractor agrees that it shall provide written notice to the City on the day of any adverse weather not anticipated and for which a request for a time extension has been, or will be, made. Said notice shall state with particularity a description of the adverse weather as well as a description of the nature and extent of any delay caused by such weather. Receipt of this notice by the City is a condition precedent to the submission of any claim for an extension of time as provided by Subparagraph 8.1.5. Furthermore, as required by Subparagraph 8.1.5, the Contractor shall submit a written claim for extension of time within seven (7) days after the occurrence of the adverse weather and such claim shall be supported by such documentation including, but not limited to, official weather reports, as the City may require. To the extent that any of the terms and conditions set forth in this paragraph are in conflict with any of the terms and conditions of Subparagraph 8.1.5 as identified herein, the terms and conditions of this paragraph shall govern and control.

**ARTICLE IX**

**SUBCONTRACTORS**

**9.1 Definition**

**9.1.1** A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work.

**9.2 Award of Subcontracts**

9.2.1 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the City against the Contractor herein, including those rights afforded to the City by Subparagraph 12.2.1 below.

9.2.3 All subcontracts shall comply with the requirements of Paragraph 7.4 above.

## **ARTICLE X**

### **CHANGES IN THE WORK**

#### **10.1 Changes Permitted**

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

#### **10.2 Change Order Defined**

10.2.1 Change Order shall mean a written order to the Contractor executed by the City, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

#### **10.3 Changes in the Contract Price**

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows by mutual agreement between the City and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order.

10.3.2 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

#### **10.4 Effect of Executed Change Order**

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

## **10.5 Notice to Surety; Consent**

10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the City that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

## **ARTICLE XI**

### **UNCOVERING AND CORRECTING WORK**

#### **11.1 Uncovering Work**

11.1.1 If any of the Work is covered contrary to the City's request or to any provisions of this Contract, it shall, if required by the City, be uncovered for the City's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the City, be uncovered for the City's inspection. If such Work strictly conforms with the provisions of this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the City. If such Work does not strictly conform with the provisions of this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

#### **11.2 Correcting Work**

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the City as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the City for services and expenses made necessary thereby, if any.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the City. This obligation shall survive final payment by the City and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and final completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

#### **11.3 City May Accept Defective or Nonconforming Work**

11.3.1 If the City chooses to accept defective or nonconforming Work, the City may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming Work.

## **ARTICLE XII**

### **CONTRACT TERMINATION**

#### **12.1 Termination by the Contractor**

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the City, terminate performance under this Contract and recover from the City payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the City shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the City. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

#### **12.2 Termination by the City**

##### **12.2.1 For Convenience**

12.2.1.1 The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the City or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the City such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

##### **12.2.1.4**

- (a) The Contractor shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Contractor an amount derived in accordance with subparagraph (c) below.
- (b) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:
  - (i) Contract prices for labor, materials, equipment and other services accepted under this Contract;
  - (ii) Reasonable costs incurred in preparing to perform and in performing the terminated

portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

- (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

#### **12.2.2 For Cause**

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the City may by written notice to the Contractor and the surety, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the Project Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may proceed to carry out the remedies necessary to finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the Work, including compensation for additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the City for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

### **ARTICLE XIII**

#### **INSURANCE**

##### **13.1 Insurance Requirements**

13.1.1 Prior to beginning Work on the Project, the Contractor shall procure and maintain for the duration of this Contract, and for one (1) years thereafter, at its sole cost and expense such insurance as will fully protect it and the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers from incidents, accidents and claims for personal injury, bodily injury, and property damage which may arise from or in connection with the performance of the work and for the Contractor's professional liability (errors and omissions) under this Contract, whether such services and work are performed by the Contractor, its agents, representatives, employees, or by any subcontractor or any tier directly employed or retained by either. The following is the minimum insurance and limits that the Contractor must maintain. If the Contractor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

All of the insurance herein specified shall be written on a form acceptable to the City and shall be A.M. Best Company rated A X or greater. See EXHIBIT K, INSURANCE REQUIREMENTS attached hereto and incorporated herein.

13.1.2 All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) ☐ A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) ☐ Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) ☐ Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

13.1.3 If the City has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by the Contractor, the City will notify the Contractor thereof within twenty (20) days of the date of delivery of such certificates to the City.

13.1.4 The Contractor shall provide to the City such additional information in respect of insurance provided by it as the City may reasonably request. The right of the City to review and comment on certificates of insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

13.1.5 The Contractor agrees to require its Subcontractors to obtain insurance complying with the requirements the requirements of the Contract Documents.

#### **ARTICLE XIV**

#### **DISPUTES**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to Sandy Springs of the claim and the intent to initiate a civil action.

## **ARTICLE XV**

### **INDEPENDENT CONTRACTOR**

#### **15.1 Relationship between Contractor and City**

15.1.1 The Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the City. Inasmuch as the City and the Contractor are contractors independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee or agent of the Contractor to do so, without specific prior written authorization from the City, and then only for the limited purpose stated in such authorization.

15.1.2 The Contractor shall assume full liability for any contracts or agreements that the Contractor enters into on behalf of the City without the express knowledge and prior written authorization of the City.

## **ARTICLE XVI**

### **COVENANT AGAINST CONTINGENT FEES**

#### **16.1 Warranty by Contractor**

16.1.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for any fee, commission, percentage, brokerage or contingent fee, gift or other consideration, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-City fee related to this Agreement without the prior written consent of the City.

16.1.2 For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage or contingent fee, gift or other consideration.

## **ARTICLE XVII**

### **MISCELLANEOUS**

#### **17.1 Governing Law**

17.1.1 The Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in Georgia. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

#### **17.2 Successors and Assigns**

17.2.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without



written consent of the City.

**17.3 Surety Bonds**

17.3.1 The Contractor shall furnish separate performance and payment bonds to the City. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City. Bonds shall be issued by a corporate surety appearing on the Treasury Department’s most current list (Circular 570, as amended) and be authorized to do business in the State of Georgia. The date of the bond must not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the bond.

It is mutually agreed by the parties hereto that if at any time after execution of this Agreement and the surety bonds for its faithful performance, the City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if for any reason such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its expense, within five (5) days after receipt of notice from the City to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the City.

**17.4 Notices**

**If to the City:**

John McDonough, City Manager  
7840 Roswell Road, Building 500  
Sandy Springs, Georgia 30350

**With copies to:**

Wendell Willard, City Attorney  
7840 Roswell Rd. Suite 330  
Sandy Springs, Georgia 30350

**If to Contractor:**

Contractor Contact, Title  
Address  
City, State Zip

**With copies to:**

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

**CITY OF SANDY SPRINGS, GEORGIA**

By: \_\_\_\_\_  
John McDonough, City Manager

\_\_\_\_\_  
Date of Execution

ATTEST:

By: \_\_\_\_\_  
City Clerk

(SEAL)

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**CONTRACTOR**

\_\_\_\_\_  
Date of Execution

By: \_\_\_\_\_  
Name:

\_\_\_\_\_  
(Typed or printed name)

\_\_\_\_\_  
Title

ATTEST:

By: \_\_\_\_\_  
Secretary for Corporation

(SEAL)

\_\_\_\_\_  
Witness

Executed in originals of four (4).

**EXHIBIT A  
TO CONTRACT AGREEMENT**

**SCOPE OF SERVICES**

**The Contractor shall provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the City of Sandy Springs for ATMS III ITS Expansion at Thirty Intersections Project # PI 0013141 as per the plans.**

**Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.**

**There is no City furnished equipment to be installed by the Contractor.**

**NOTE: This project is a part of a multi-phase construction effort.**

**EXHIBIT B  
TO CONTRACT AGREEMENT**

**I. BID SCHEDULE**

TOTAL BID PRICE:

---

TOTAL BID PRICE IN WORDS:

---

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**BID ALTERNATIVE**

The City of Sandy Spring is requesting Contractor to bid on one (1) alternative:

☐

ALTERNATIVE TOTAL BID PRICE: 

---

ALTERNATIVE TOTAL BID PRICE IN WORDS:

---

**II. TOTAL BID PRICE BID SCHEDULE PLUS ALTERNATIVE:**

TOTAL BID PRICE (BID SCHEDULE PLUS ALTERNATIVE):

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TOTAL BID PRICE IN WORDS TOTAL BID PRICE (BID SCHEDULE PLUS ALTERNATIVE):

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## BID SCHEUDLE

|   |       |
|---|-------|
| <b><u>Bidders Name:</u></b>   |       |
| <b><u>Vendor ID:</u></b>  |       |
| <b><u>Project No.:</u></b> ATMS III ITS SYSTEM EXPANSION AT THIRTY INTERSECTIONS PROJECT PI 0013141   |       |
| <b>The Contractor shall provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the City of Sandy Springs for ATMS III ITS Expansion at Thirty Intersections Project # PI 0013141 as per the plans.</b> |       |
| TOTAL BID PRICE:  | _____ |
| TOTAL BID PRICE IN WORDS:   | _____ |
| <b>BID ALTERNATIVE</b>  |       |
| <b>The Contractor shall provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the City of Sandy Springs for ATMS III ITS Expansion at Thirty Intersections Project # PI 0013141 as per the plans.</b> |       |
| ALTERNATIVE TOTAL BID PRICE:  | _____ |
| ALTERNATIVE TOTAL BID PRICE IN WORDS:   | _____ |
| <b>TOTAL BID PRICE BID SCHEDULE PLUS ALTERNATIVE:</b>   |       |
| <b>The Contractor shall provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the City of Sandy Springs for ATMS III ITS Expansion at Thirty Intersections Project # PI 0013141 as per the plans.</b> |       |
| TOTAL BID PRICE (BID SCHEDULE PLUS ALTERNATIVE):  | _____ |
| TOTAL BID PRICE IN WORDS TOTAL BID PRICE (BID SCHEDULE PLUS ALTERNATIVE):   | _____ |

## **BID PRICE CERTIFICATION**

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within one hundred and twenty (120) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

COMPANY\_\_\_\_\_

ADDRESS\_\_\_\_\_

AUTHORIZED SIGNATURE\_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

PRINT / TYPE NAME\_\_\_\_\_

**EXHIBIT C**  
**TO CONTRACT AGREEMENT**

**REQUIRED CONTRACT PROVISIONS**  
**FEDERAL AID CONSTRUCTION CONTRACTS**

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under



this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**EXHIBIT D  
TO CONTRACT AGREEMENT**

**NOTICE TO CONTRACTORS  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

APPENDIX A  
NOTICE TO CONTRACTORS  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
FOR  
FEDERAL-AID CONTRACTS

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, national origin, disability, sex, or age in the selection and retention of subcontracts including procurements of materials and leases of equipment. This will be done in accordance with Title VI of the Civil Rights Act of 1964 and other Non-Discrimination Authorities i.e., Section 504 of the 1973 Rehabilitation Act, the 1973 Federal-Aid Highway Act, the 1975 Age Discrimination Act, and the Americans with Disabilities Act of 1990. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin, disability, sex or age.

4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Contractors under the Contract until the Contractor complies, and/or
- (b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**EXHIBIT E  
TO CONTRACT AGREEMENT**

**STANDARD FEDERAL EQUAL OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246) (43 CFR 14895)**

**FEDERAL REGISTER / VOL. 45, NO. 194 / FRIDAY, OCTOBER 3, 1980 / NOTICES****NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246) (43 FR 14895)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas, are as follows:

**GOALS FOR FEMALE PARTICIPATION**

**APPENDIX A**  
**(43 FR 19473)**

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally-assisted construction contract or subcontract. Area covered: Goals for Women apply nationwide.

**Goals and timetables**

| Timetable |                      | Goals<br>(percent) |
|-----------|----------------------|--------------------|
| 4-1-78    | to 3-31-79           | 3.1                |
| 4-1-79    | to 3-31-80           | 5.0                |
| 4-1-80    | Until Further Notice | 6.9                |

**GOALS FOR  
MINORITY PARTICIPATION**

**Appendix B-80**

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or non-federally related project, contract or subcontract.



**FEDERAL REGISTER / VOL. 45, NO. 194 / FRIDAY, OCTOBER 3, 1980 / NOTICES**

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4-5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the areas covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this appendix B-80.

**FEDERAL REGISTER / VOL. 45, NO. 194 / FRIDAY, OCTOBER 3, 1980 / NOTICES**

| State  | Goal<br>(percent) |
|--|-------------------|
| Georgia:   |                   |
| 035 Augusta, GA:                                       |                   |
| SMSA Counties:   |                   |
| 0600 Augusta, GA-SC .....                              | 27.2              |
| GA Columbia; GA Richmond, SC Aiken;                    |                   |
| Non-SMSA Counties .....                                | 32.-8             |
| GA Burke; GA Emanuel; GA Glascock; GA Jefferson;       |                   |
| GA Jenkins; GA Lincoln; GA McDuffie, GA Talferferro;   |                   |
| GA Warren; GA Wilkes; SC Allendale; SC Bamberg;        |                   |
| SC Barnwell; SC Edgefield; SC McCormick;               |                   |
| 036 Atlanta, GA:                                       |                   |
| SMSA Counties:   |                   |
| 0520 Atlanta, GA .....                                 | 21.2              |
| GA Butts; GA Cherokee; GA Clayton; GA                  |                   |
| Cobb; GA DeKalb; GA Douglas; GA Fayette, GA            |                   |
| Forsyth; GA Fulton; GA Gwinnett; GA Henry; GA          |                   |
| Newton; GA Paulding; GA Rockdale; GA Walton            |                   |
| Non-SMSA Counties .....                                | 19.5              |
| GA Banks; GA Barrow; GA Bartow; GA Carroll; GA Clarke; |                   |
| GA Coweta; GA Dawson; GA Elbert; GA Fannin;            |                   |
| GA Floyd; GA Franklin; GA Gilmer; GA Gordon;           |                   |
| GA Greene; GA Habersham; GA Hall; GA                   |                   |
| Haralson; GA Hart; GA Heard; GA Jackson; GA            |                   |
| Jasper; GA Lamar; GA Lampkin; GA Madison;              |                   |
| GA Morgan; GA Oconee, GA Oglethorpe; GA                |                   |
| Pickins, GA Pike; GA Polk; GA Rabun; GA                |                   |
| Spalding; GA Stephens; GA Towns; GA; Union; GA Upson   |                   |
| White  |                   |
| 037 Columbus, GA:                                      |                   |
| SMSA Counties:   |                   |
| 1800 Columbus, GA – AL .....                           | 29.6              |
| Al Russell; GA Chattahoochee; GA Columbus              |                   |

|   |      |
|---|------|
| Non-SMSA Counties .....   | 31.6 |
| Al Chambers; AJ Lee; GA Harris; GA Marion; GA<br>Meriwether; GA Quitman; GA Schley; GA<br>Stewart; GA Sumter; GA Talbot; GA Troup;<br>GA Webster  |      |
| 038 Macon, GA:  |      |
| SMSA Counties:  |      |
| 4680 Macon, GA .....  | 27.5 |
| GA Bibb; GA Houston; GA Jones; GA Twiggs  |      |
| Non-SMSA Counties .....   | 31.7 |
| GA Baldwin; GA Bleckley; Crawford; GA Crisp;<br>GA Dodge; GA Dooly; GA Hancock; GA Johnson;<br>GA Laurens; GA Macon; GA Monroe; GA Peach;<br>GA Pulaski; GA Putman; GA Taylor; GA Telfair;<br>GA Treutlan; GA Washington; GA Wheeler;<br>GA Wilcox; GA Wilkinson  |      |
| 039 Savannah, GA:   |      |
| SMSA Counties:  |      |
| 7520 Savannah, GA .....   | 30.6 |
| GA Bryan; GA Chatham; GA Effingham  |      |
| Non-SMSA Counties .....   | 29.8 |
| GA Appling; GA Atkinson;<br>GA Bacon, GA Bulloch; GA Candler; GA<br>Coffee; GA Evans; GA Jeff Davis; GA Liberty;<br>GA Long; GA McIntosh; GA Montgomery; GA<br>Screven; GA Tattnall; GA Toombs; GA Wayne;<br>SC Beaufort; SC Hampton; SC Jasper   |      |
| 040 Albany, GA:   |      |
| SMSA Counties:  |      |
| 0120 Albany, GA .....   | 32.1 |
| GA Dougherty; GA Lee  |      |
| Non-SMSA Counties .....   | 31.1 |
| GA Baker; GA Ben Hill; GA Berrien; GA<br>Brooks; GA Calhoun; GA Clay; GA Clinch;<br>GA Colquitt; GA Cook; GA Decatur; GA<br>Early; GA Echols; GA Grady; GA Irwin; GA<br>Lanier; GA Lowndes; GA Miller; GA Mitchell;<br>GA Randolph; GA Seminole; GA Terrell; GA<br>Thomas; GA Tift; GA Turner; GA Worth |      |
| Florida:  |      |
| 041 Jacksonville FL:  |      |
| Non-SMSA Counties.....  | 22.2 |
| GA Brantley; GA Camden; GA Charlton; GA Glynn; GA Pierce; GA Ware   |      |

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**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) (43 FR 14895)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegated authority;
  - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

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5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minority and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing the notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority, female and community organization, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete

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benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).



**EXHIBIT F  
TO CONTRACT AGREEMENT**

**FEDERAL AID CERTIFICATION REVISED JUNE 8, 2016**

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**FEDERAL AID CERTIFICATION**  
(English Project)

First Use Date 2013 Specifications: November 22, 2013  
Revised: June 8, 2016

Failure to complete appropriate certification requirements identified below or submission of a false certification shall render the bid non-responsive.

**EQUAL EMPLOYMENT OPPORTUNITY**

I further certify that I have \_\_\_/have not \_\_\_ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I have \_\_\_ / have not \_\_\_ filed with the Joint Reporting Committee, the Director of the *Office of Federal Contract Compliance*, a Federal Government contracting or administering agency, or the former *President's Committee on Equal Employment Opportunity*, all reports due under the applicable filing requirements.

I understand that if I have participated in a previous Contract or Subcontract subject to the Executive Orders above and have not filed the required reports that 41 CFR 60-1.7(b)(1) prevents the award of this Contract unless I submit a report governing the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

Reports and notifications required under 41 CFR 604, including reporting subcontract awards in excess of \$10,000.00 should be addressed to:

Ms. Carol Gaudin  
Regional Director, U. S. Department of Labor  
Office of Federal Contract Compliance Programs, Region 4  
Rm. 7B75  
61 Forsyth St. SW  
Atlanta GA 30303

**EXAMINATION OF PLANS AND SPECIFICATIONS**

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the Plans for this Project and the Standard Specifications 2013 Edition, Supplemental Specifications and Special Provisions included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the Specifications.

I also hereby agree that the State, or the Department of Transportation, would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as



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herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to the State, or to the Department of Transportation, as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the State Transportation Board, as required by the laws of the State of Georgia. This bond shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

**CONFLICT OF INTEREST**

By signing and submitting this Contract I hereby certify that employees of this company or employee of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the Georgia Department of Transportation (GA D.O.T.) nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this department.

Also, by signing and submitting this Contract I hereby certify that I will notify the Georgia Department of Transportation through its District Engineer of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of GA D.O.T. employees.

**DRUG FREE WORKPLACE**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with \_\_\_\_\_ (Contractor's name) , \_\_\_\_\_ (Subcontractor's name) certifies to the Contractor that a drug free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

**BOYCOTT OF ISRAEL**

By signing and submitting this Contract and Pursuant to O.C.G.A. Sec. 50-5-85, CONTRACTOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

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### NON-COLLUSION CERTIFICATION

I hereby certify that I have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

It is understood and agreed that this Proposal is one of several competitive bids made to the Department of Transportation, and in consideration of mutual agreements of the bidders, similar hereto, and in consideration of the sum of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, the undersigned agrees that this Proposal shall be an option, which is hereby given by the undersigned to the Department of Transportation to accept or reject this Proposal at any time within thirty (30) calendar days from the date on which this sealed proposal is opened and read, unless a longer period is specified in the Proposal or the successful bidder agrees in writing to a longer period of time for the award, and in consideration of the premises, it is expressly covenanted and agreed that this Proposal is not subject to withdrawal by the Proposer or Bidder, during the term of said option.

I hereby acknowledge receipt of the following checked amendments of the Proposal, Plans, Specifications and/or other documents pertaining to the Contract.

Amendment Nos.: 1\_\_\_\_2\_\_\_\_3\_\_\_\_4\_\_\_\_5\_\_\_\_. I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

Witness my hand and seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The bidder(s) whose signature(s) appear on this document, having personally appeared before me, and being duly sworn, deposes and says that the above statements are true and correct.

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission expires the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Federal ID No./IRS No.)

\_\_\_\_\_  
(Print Company Name)

By \_\_\_\_\_ (Seal)  
Corporate President/Vice President or  
Individual Owner or Partner (Strike  
through all except the one which applies.)

\_\_\_\_\_  
Joint Bidder:

\_\_\_\_\_  
(Print Company Name)

By \_\_\_\_\_ (Seal)  
Corporate President/Vice President or  
Individual Owner or Partner (Strike  
through all except the one which applies.)

\_\_\_\_\_  
Joint Bidder:

\_\_\_\_\_  
(Print Company Name)

By \_\_\_\_\_ (Seal)  
Corporate President/Vice President or  
Individual Owner or Partner (Strike  
through all except the one which applies.)

**EXHIBIT G**  
**TO CONTRACT AGREEMENT**  
**DBE REQUIREMENTS**

Total Disadvantaged Business Goal for this project is seven percent (7%).

**EXHIBIT H  
TO CONTRACT AGREEMENT**

**CONTRACTOR  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS  
AND INSTRUCTIONS**

I hereby certify that I am the \_\_\_\_\_ and duly authorized  
representative of the firm of \_\_\_\_\_, whose  
address is \_\_\_\_\_, and I  
certify that I have read and understand the attached instructions and that to the best of my knowledge  
and belief the firm and its representatives:

- (a.) Are not presently debarred, suspended, proposed for debarment, declared ineligible or  
voluntarily excluded from covered transactions by the Georgia Department of  
Transportation and by any Federal department or agency;
- (b.) I acknowledge that this certification is provided pursuant to Executive Order 12549 and  
49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth  
therein for any misrepresentation that would render this certification erroneous,  
including termination of this Agreement and other remedies available to the Georgia  
Department of Transportation and Federal Government.
- (c.) I further acknowledge that this certificate is to be furnished to the Georgia Department  
of Transportation, in connection with the Prime Contractor Agreement involving  
participation of Federal-Aid Highway Funds, and is subject to applicable State and  
Federal laws, both criminal and civil.

Date \_\_\_\_\_  
(Seal)



**EXHIBIT I  
TO CONTRACT AGREEMENT**

**LOWER TIER  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS  
AND INSTRUCTIONS**

I hereby certify that I am the \_\_\_\_\_ and duly authorized  
representative of the firm of \_\_\_\_\_,  
address is \_\_\_\_\_, whose  
\_\_\_\_\_ , and I  
certify that I have read and understand the attached instructions and that to the best of my  
knowledge and belief the firm and its representatives:

- (d.) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (e.) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
- (f.) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date \_\_\_\_\_  
(Seal)

## INSTRUCTIONS

### Instructions for Certification

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion ---Lower-Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

1. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out in page 29.
2. The certification on page 29, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department or Agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion---Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Department or Agency may pursue available remedies, including suspension and/or debarment.

**EXHIBIT J  
TO CONTRACT AGREEMENT**

**CERTIFICATION OF CONTRACTOR  
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_, ("Contractor"), whose address is \_\_\_\_\_, \_\_\_\_\_.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees.

Contractor has:

\_\_\_\_\_ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

\_\_\_\_\_ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

\_\_\_\_\_ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].



Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## INSURANCE REQUIREMENTS

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|--|--|--|
|  |  |  |
|--|--|--|



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§ The City shall not be liable for any damages or injuries to persons or property arising from the use of the City's facilities, including but not limited to the use of the City's facilities for the purpose of the City's operations.

§ Workers' Compensation and Employer's Liability and Property insurance policies shall contain

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§ The City shall not be liable for any damages or injuries to persons or property arising from the use of the City's facilities, including but not limited to the use of the City's facilities for the purpose of the City's operations.

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**EXHIBIT L**  
**SPECIAL PROVISIONS**

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
SPECIAL PROVISION**

**County: Fulton  
P.I. No.: 0013141**

**SECTION 105 - CONTROL OF WORK**

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**Section 105 - Control of Work**

*Add the following to Subsection 105.02:*

For each item in the Contract Special Provision 937, and 978 that identify specific submittal requirements, the Contractor shall use the attached “**MATERIALS CERTIFICATION PACKAGE INDEX AND TRANSMITTAL FORM**” to document and list all material being submitted as part of each pay item. The number of copies and the material required for each pay item will be identified in the Special Provision. It is the Contractor’s responsibility to insure that all material required for any pay item be contained in the submittal regardless if it was listed in the Special Provisions, list of material. Partial submittals for any pay item will not be accepted.

Unless specified elsewhere within these Special Provisions, all submittals shall be directed to the Construction Project Engineer. The Contractor shall schedule submission of all material so that 45 calendar days (beginning on the date of receipt by the Department) is allowed for review. The Contractor shall adjust his schedules so that an additional 30 calendar day period be provided for each additional resubmittal.

It is incumbent on the Contractor to schedule his submittals to facilitate an expeditious review. Voluminous submittals of pay items at one time is discouraged, and may result in increased review time. Any items installed or work performed without approval by the Department is at the Contractor’s risk.

*Delete Sub-Section 105.07 and substitute the following:*

**105.07 COOPERATION BETWEEN CONTRACTORS**

The Department reserves the right at any time to Contract for and perform other or additional work on or near The Work covered by the Contract. It is anticipated that future contracts will be let, including but not limited to

- **Project ID: 0000784 – I-285 at SR400 Interchange Reconstruction**
- **Project ID: 0013546 - I-285 @ SR 400; including CD Lanes & Anernathy Rd Interchange**
- **Project ID: 0009981, Local ID: T0024 – CR 262/Hammond Dr FM DeKalb County Line to CR 1318/Mt Vernon Hwy – This was a project widening; however, the City of Sandy Springs is rescoping the project. The scope change is anticipated to be significant. The description will be updated when the Department is provided with the description.**
- **Local Project ID: T-0096 Peachtree Dunwoody Rd at Lake Hearn Dr**
- **Project ID: 751420- - Johnson Ferry from Ferry Dr To Hunting Creek Rd; including roundabouts**

When separate Contracts are let within the limits of any one Project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of The Work being performed by other Contractors. Contractors working on the same Project shall cooperate with each other.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his Contract and shall protect and save harmless the Department from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same Project.

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same Project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

Sheet \_\_\_\_ of \_\_\_\_

Date: \_\_\_\_\_

**GEORGIA DEPARTMENT OF TRANSPORTATION  
OFFICE OF TRAFFIC OPERATIONS  
MATERIALS CERTIFICATION PACKAGE INDEX AND TRANSMITTAL FORM**

Pay Item No.: \_\_\_\_\_ Pay Item Description: \_\_\_\_\_

GDOT Project No.: \_\_\_\_\_ County: \_\_\_\_\_

Submitted By: \_\_\_\_\_ Prime Contractor: \_\_\_\_\_

Address: \_\_\_\_\_ Sub-Contractor: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Original Submittal: \_\_\_\_\_

Resubmittal: \_\_\_\_\_ Date of Original Submittal: \_\_\_\_\_

*Instructions for completing this form:*

The Submittal Requirement Chart shown in Section 978.01.03 Submittals, contained in the Special Provisions, may be used as a guide, but it shall not relieve the Contractor from including additional material specifications that may be required to complete the review process for that pay item. The Contractor shall submit, at a minimum, the data listed in the referenced chart. The form shall include a brief Description of the item, Reference to the Special Provision section, the Manufacturer's name and part number, and Approval status.

A separate form shall be required for each pay item, and all the general information must be complete.

The Contractor is encouraged to submit each pay item package as soon as all material for that item is available, and not to wait for all pay items that may be contained in the project.

The Contractor shall make all submittals in accordance with Section 978.01.03 Submittals, as outlined in the Special Provisions. This Section defines the number of copies required and the date that submittal is due.

All submittals shall be made to the GDOT Construction Project Engineer, unless directed otherwise.

If the resubmittal of any pay item is required, a complete package must be resubmitted, including components or incidental items that may have been approved. The resubmittal package shall also include a copy of the original Transmittal Form.

Date Received by GDOT: \_\_\_\_\_

ACTION:        (    ) APPROVED                                (    ) CONDITIONALLY APPROVED

                  (    ) APPROVED AS NOTED        (    ) NOT APPROVED

ACTION BY: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

**STATE OF GEORGIA**

**SPECIAL PROVISION**

**P.I. No.: 0013141**

**FULTON COUNTY**

**Section 108—PROSECUTION AND PROGRESS**

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Retain Sub-Section 108.08 as written and add the following:

108.08. C. Intermediate Completion:

Failure to reopen travel lanes as specified in Special Provision 150.11. A. will result in the assessment of liquidated damages in the amount of \$1,000 per hour or portion thereof.

These rates are cumulative and in addition to the Liquidated Damages which may be assessed in accordance with Subsection 108.08 - Failure or Delay in Completing Work on Time.



**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
SPECIAL PROVISION**

**County: Fulton  
P.I. No.: 0013141**

**SECTION 978 – ADAPTIVE CONTROL SYSTEM**

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**Section 978 - Adaptive Control System**

**978.01 General Description**

The Federal Highway Administration approved a public information finding to utilize the Split Cycle Offset Optimization Technique (SCOOT) adaptive control system for this project. The SCOOT system shall be implemented to operate the defined SR 9 intersections in the City of Sandy Springs.

New SCOOT intersection detectors utilizing Wireless Magneto-Resistive Field Sensors shall be provided at all intersections and it will be the contractor's responsibility to install the optimal detection for the SCOOT system per the plans. The existing stop bar detectors being used for local SEPAC operations at all intersections shall remain intact and operational; these detectors will continue to be needed at times when SCOOT is not actively controlling the signal timing operations. Existing system detectors shall also be left in place, subject to availability of sufficient detector inputs in the cabinet. Note that SEPAC supports direct input from certain types of wireless microloop and video detection systems that do not require the use of cards in the input file.

The Contractor shall supply software support and maintenance for five (5) years.

The specifications included in this Special Provision provide minimal requirements for various elements of the SCOOT Adaptive Traffic Control System but do not specify all elements needed for a complete integrated SCOOT Adaptive Traffic Control System. The Contractor is required to submit a fully documented proposal and plan for a complete, integrated and functional SCOOT Adaptive Traffic Signal Control System utilizing the required technologies and optimal SCOOT intersection detection.

**978.01.01 Definitions**

**Adaptive Traffic Signal Control System** – This SCOOT system shall automatically and continuously (in real time) adjust signal coordination cycle length, offset, and split values for signalized intersections, providing the maximum efficiency for moving traffic along and across the project roadways. The detection for the adaptive traffic signal control system is its key component. Without properly located and functioning SCOOT detectors, the SCOOT system cannot operate at maximum efficiency; therefore, this project includes new SCOOT intersection detection to be located at optimum locations. The system will use the detection as an input to SCOOT, and the system will also collect and store traffic data in a retrievable format. Existing intersection detection at all intersections shall remain operational because it will be used when the SCOOT adaptive mode is not activated.

**978.01.02 Related References**

**A. Georgia Specifications**

- Section 150 – Traffic Control
- Section 922 – Electrical Wire and Cable
- Section 925 – Traffic Signal Equipment

- Section 937 – Video Detection System
- Section 938 – Detection
- Section 939 – Communications and Electronics Equipment
- Section 936 – CCTV

#### **B. Referenced Documents**

- Traffic Control Systems Standards No. TS 1
- NEMA Traffic Control Systems Standards No. TS 2
- AASHTO Roadside Design Guide
- The Manual on Uniform Traffic Control Devices (MUTCD), current edition
- National Electrical Code (NEC)
- American National Standards Institute (ANSI)
- Federal Communications Commission (FCC) regulations
- Underwriters' Laboratories Inc. (UL)
- National Electrical Manufacturer Association (NEMA)
- Institute of Electrical and Electronic Engineers (IEEE)
- American Society of Testing and Materials (ASTM)
- American National Standards Institute (ANSI)
- Lightning Protection Institute (LPI)
- National Electrical Safety Code (NESC)
- Occupational, Safety, and Health Act (OSHA)
- Federal Highway Works Administration (FHWA)
- Nation Fire Protection Association (NFPA)
- National Cooperative Highway Research Program (NCHRP)
- Federal Communications Commission (FCC)

All materials, equipment, accessories and components that are not in accordance with the specific standards and requirements shall require approval by the Engineer.

The Contractor shall bring any conflicts between referenced industry specifications and this specification to the attention of the Engineer.

Use the latest version of referenced industry specifications, standards, and practices in force and in existence as of this project's advertisement date unless otherwise noted. Acquire and use all applicable manuals, guidelines, and standards and practices that apply to the design, construction, and testing activities required to complete this project.

#### **978.01.03 Submittals**

This Subsection and the following chart provide the Contractor with an outline of the submittal requirements for the equipment and components for all pay items in this Section 978. This chart is to be used as a guide and does not relieve the Contractor from the requirement to submit additional information to form a complete submittal package.

| Section 978 Submittal Requirements |                         |              |                    |                            |                  |                |                     |                     |               |           |              |                   |                   |  |
|------------------------------------|-------------------------|--------------|--------------------|----------------------------|------------------|----------------|---------------------|---------------------|---------------|-----------|--------------|-------------------|-------------------|--|
| Material                           | Specification Reference | Catalog Cuts | Mfg. Specification | Design/ Construction Plans | Structural Calc. | Warranty Info. | Installatin Proced. | Maintenance Proced. | Test Schedule | Test Plan | Test Reports | Training Schedule | Training Material | Submittal Due Date (Calendar Days after NTP) |
| SCOOT Adaptive System Equipment    | 978.2                   | X            |                    | X                          |                  | X              | X                   | X                   |               |           |              |                   |                   | 60   |
| SCOOT Intersection Detection       | 978.2                   | X            | X                  | X                          |                  | X              | X                   | X                   |               |           |              |                   |                   | 60   |
| Corridor Map Displays              | 978.2                   |              |                    | X                          |                  |                |                     |                     |               | X         |              | X                 | X                 | 60 (prior to implementation)                 |
| SCOOT/Detection Testing            | 978.3.06                |              |                    |                            |                  |                |                     |                     | X             | X         | X*           |                   |                   | 30 (prior to start of testing)               |
| SCOOT/Detection Training           | 978.3.08                |              |                    |                            |                  |                |                     |                     |               |           |              | X                 | X                 | 30 (prior to start of training)              |

*\*Items due after acceptance*

Provide one (1) electronic (word files, PDFs, etc.) and two (2) paper copies of complete and thorough submittal data for all components required for this item. Electronic copies shall be delivered on a DVD; each submittal shall be on a separate DVD. Furnish the submittal data to the Engineer.

Include; but not limited to, in the submittal data complete technical and performance specifications and cut-sheets on all hardware, components and materials to be installed; construction TCC system details and schematics; operational / user manuals for provided equipment; schedules; and testing and training to be performed under this contract.

All items – devices, equipment, components, cabling, materials provided and installed on this Project shall require a submittal to the City and the Engineer for review and approval.

Neatly organize each package of submittal data and separate by hardware or software item. Include an index of all submittal data documents contained within the package. Provide submittal data that is neat, legible, and orderly.

Use the “Materials Certification Package Index and Transmittal Form”, contained in Section 105.02 of the Special Provisions, for each pay item to document and list all material and components that are included in the submittal package. Any submittal data submitted without the Index/Transmittal form or that is incomplete will be rejected.

#### **A. SCOOT Adaptive System**

Submit complete design and physical, performance, and operational materials submittal data for the SCOOT adaptive system and all associated components.

**B. SCOOT Intersection Detection**

Submit complete design for SCOOT intersection detection showing layout of all equipment, power supplies, pole attachment points (and permitting if placing equipment on poles not owned by the State or cities), and communications. Detection design will require approval by the Engineer prior to installation.

**C. Installation Procedure**

Submit installation procedure showing steps to implement the SCOOT Intersection Detection and SCOOT Adaptive System. Procedure shall explain how the construction impacts to traffic will be minimized during detection installation and explain how existing intersection detection will be protected/maintained such that signal phase timings will not be set to max recall during construction for more than three days at any intersection.

**D. Acceptance Testing**

Submit acceptance testing plan with procedures for testing and validating the performance of the adaptive control system and detection. The adaptive control system testing plan shall include validation procedures demonstrating that the General System Requirements for SCOOT (978.2.02A) are met.

**E. Warranties and Guarantees**

Submit materials and submittal data providing complete example documentation on all manufacturers' warranties or guarantees on all Adaptive Traffic Signal Control Systems and detection furnished, as required in Subsection 978.3.07.

**F. Training**

Submit a Training Plan that includes, at a minimum, a detailed description of the contents of the course, an outline of the training course, resumes and references of the instructor(s), and the training notebook that the students will use during training. Submit a Training Plan within 60 calendar days of Contract Notice-to-Proceed. Obtain approval from the Engineer. Training plan shall include operational and maintenance training sessions. A minimum of one week of training is expected for up to 15 participants.

Request in writing the training date(s) a minimum of thirty (30) calendar days in advance of the desired training date(s). Do not submit the request to schedule the training prior to receiving the Engineer's approval of the Training Plan. Allow the Engineer to adjust the proposed schedule of the training by up to seven (7) calendar days, at no cost to the Department, to allow for availability of Department personnel.

**G. As-Built Documentation**

Provide as-built/delivered documentation of the SCOOT system and its detection within thirty (30) calendar days of the completion of the testing.

**978.02 Materials****978.02.01 Delivery, Storage, and Handling**

Not Applicable

**978.02.02 SCOOT Adaptive System****A. General System Requirements**

1. The system shall be able to apply a progression-based timing solution during uncongested periods
2. The system shall be able to implement timing strategies that maximize throughput inbound and outbound during peak periods
3. The system shall be able to implement timing strategies that balance throughput during noon and weekend peak periods
4. The system shall be able to apply timings that seek to avoid backing queues into adjacent intersections and facilities

5. The system shall be able to automatically choose the appropriate timing strategy given the conditions
6. The system shall allow certain links to be designated as critical (bottleneck) links, and use congestion on these links as a trigger to reduce green time on other designated signals to prevent the critical links from becoming saturated.
7. The system shall monitor sensors to identify the corridor conditions
8. The system shall initiate response to identified conditions within one signal cycle
9. The system shall implement a response to changing conditions within three signal cycles
10. The system shall allow the operator to constrain the changes made by the system to a defined range
11. The system shall allow the operator to override the operation
12. The system shall allow the central system to override adaptive operation by time of day
13. The system override shall be implemented intersection by intersection or for the whole network
14. The system shall monitor detectors for failure
15. The system shall provide alternative measurement values for failed detectors
16. The system shall automatically operate in local intersection control in case of failure of the central system control modes
17. The system shall provide real-time display indicating which timing strategy is in effect
18. The system shall provide real-time report of failure mode conditions and overrides
19. The system shall make all reporting available on any workstation attached to the central signal system
20. The system shall maintain a log for the most recent 30 days.
21. The system log shall include when timing strategies were in effect
22. The system log shall include failure mode conditions and overrides
23. The system log shall be automatically archived at user-defined intervals
24. The system shall allow the operator to set thresholds for increased flows that identify an incident condition.
25. The system shall treat the incident condition identification as an alarm condition within the traffic signal system
26. The system shall accommodate a minimum of 30 intersections on installation
27. The system shall be expandable to a minimum of 250 intersections without additional software modification
28. The system shall fulfill all requirements using 2070 traffic signal controllers running the Siemens SEPAC firmware in the version approved and provided at no cost by GDOT, in ECOM protocol configuration
29. The system shall fulfill all project requirements when implemented in a Siemens TACTICS traffic signal system in the version used by GDOT
30. The system shall operate over the Ethernet network installed by this project.
31. Use GDOT's 143.100 IP addressing scheme.
32. The system contractor shall provide new detection required for adaptive control of all signal phases at all intersections
33. The system contractor shall recommend locations and technologies for adaptive control
34. The system contractor shall design, install, test, and certify operation for all recommended and approved adaptive control detectors
35. The system shall allow detectors on any controller on the system to be mapped to adaptive control inputs on any intersection in the system.

36. The system shall collect and store traffic data such as delay, flow and congestion. This data must be available in a user friendly format, such as graphs, and be exportable in standard database formats.
37. The system should include facilities to enable priority control for public transport vehicles at intersections. This facility should also include recovery action after the vehicle has passed through an intersection.
38. The system contractor shall provide a submittal demonstrating fulfillment of all requirements.
39. The system contractor shall submit a test plan that demonstrates and certifies that all requirements are fulfilled before acceptance
40. The system contractor shall submit a validation plan demonstrating that the system supports the needs and processes before acceptance

#### **B. SCOOT System Base (30 Intersections)**

The SCOOT System Base (30 Intersections) shall include:

- 30 SCOOT intersection licenses
- Intersection graphics for 30 intersections
- Manufacturer approved remote session software interface to access the SCOOT user interface
- SCOOT central software configuration for up to 30 intersections
- Any other materials to provide a complete base system

#### **C. SCOOT Field Tuning Validation**

If controller firmware requires updating, use pre-programmed 2070 controllers with the appropriate SEPAC firmware version supplied free by the City of Sandy Springs. All of the intersections on the project currently have 2070 controllers. The contractor shall coordinate with the local agencies to borrow any extra controllers needed, such that the Contractor can swap-out controllers where needed with minimal impact to traffic.

#### **D. Corridor Map Displays**

On the TACTICS system, the Contractor shall provide:

- Map shall view all project intersections included in CSSTP-0013-00(141)
- On map, include icons for each intersection showing the current status of the intersection at once per minute intervals
- On map, show color-coded directional links between signals along the project roadways, indicating traffic congestion conditions using mainline detectors

#### **978.02.03 SCOOT Intersection Detection**

Not Applicable – Detection per design in plans

### **978.03**

#### **978.03.00 Construction Requirements**

Ensure that all construction for the equipment, materials, components and assemblies of the SCOOT system, detection, and corridor map displays conforms to the Contract and vendor's requirements and recommendations. Install all equipment, materials and components at the locations indicated on the Plans unless otherwise approved by the Engineer. Contractor shall be responsible for coordinating all installation activities with the City, GDOT and the Engineer.

#### **978.03.01 Personnel**

Not applicable

#### **978.03.02 Equipment**

Not applicable

#### **978.03.03 Preparation**

Not applicable

#### **978.03.04 Fabrication**

Not applicable

#### **978.03.05 Construction**

The Contractor shall install a complete and functional Adaptive Traffic Signal Control System and associated detection as required to provide the most accurate means of operating the Adaptive Traffic Signal Control system. All Adaptive Traffic Signal Control intersections shall use the existing controllers and communicate via the Ethernet network implemented by this project.

##### *SCOOT System Base*

The SCOOT System Base (30 Intersections) shall be installed at the Sandy Springs Traffic Management Center (TMC).

##### *SCOOT Field Tuning and Validation*

The Contractor shall:

- Verify every detector is transmitting data to the controller as planned
- Setup, monitor, fine tune, and validate all adaptive parameters in SCOOT

##### *As-Built Drawings*

Furnish 3 sets of as-built drawings, schematics, parts lists and manuals of the delivered Adaptive Traffic Signal Control System and detection and submit all copies to the Engineer.

#### **978.03.06 Quality Acceptance**

##### **A. General**

Acceptance testing of the Adaptive Traffic Signal Control System consists of two phases: 1) field installation testing and 2) burn-in period. After the Engineer's granting of burn-in period completion, obtain Adaptive Traffic Signal Control System acceptance. Perform acceptance testing for all equipment, hardware, software and work provided under this Contract, including each Adaptive Traffic Signal Control System assembly field installation. Perform all testing in the presence of the Engineer. Notify the Engineer of a desired acceptance test schedule no less than fourteen calendar days prior to beginning the testing. Develop detailed and thorough test procedures with full test plan descriptions and test results data sheets. As part of the submittal data requirements, submit these test plans to the Engineer for approval. The Engineer will notify the Contractor of the approval or disapproval of the test procedures; only test procedures approved by the Engineer can be used. Have a complete copy of all materials and equipment submissions and all documentary items on hand at all acceptance testing sessions. Demonstrate that the Adaptive Traffic Signal Control System and detection system equipment, hardware and software meet all requirements of the Contract. These requirements include but are not limited to all design, construction, materials, equipment, assembly, documentation of manufacturer's certification of assembly and configuration, environmental, performance, communications and documentary requirements of the Contract. Prior to the beginning of any acceptance testing at a given Adaptive Traffic Signal Control System assembly site, complete all configuration and documentation described in subsection 978.3.05

## **B. General**

Perform the Field Installation Test as an onsite test of the complete delivered equipment. For the field equipment test confirm that the detectors are successfully operating at each adaptive intersection. Testing shall be performed in both directions during normal daytime traffic.

## **C. Burn-in Period**

### **1. General Requirements**

Provide a 30-day burn-in period for all work and equipment included in the Contract. The burn-in period shall consist of the operation of the Adaptive Traffic Signal Control System and detection system in a manner that is in full accordance with the Adaptive Traffic Signal Control System assembly requirements of the Plans and Specifications. An acceptance test procedure is not required for the system burn-in.

Conduct only one (1) burn-in period on the entire Contract. Commence with the burn-in period only after meeting all of the following requirements:

- All work required in all Contract documents and approved submittals for the Adaptive Traffic Signal Control System has been completed and inspected by the Engineer.

Commence with the burn-in period upon written authorization by the Department to commence. Terminate the burn-in period 30 consecutive days thereafter unless an equipment malfunction occurs. Stop the burn-in period for the length of time any equipment is defective. After repairing the equipment so that it functions properly, resume the burn-in period at the point it was stopped.

Successful completion and acceptance of the burn-in period will be granted on the 30th day unless any equipment has malfunctioned during the 15th through 30th day of the burn-in period.

If any equipment has failed during the 15th through 30th day, final acceptance will be withheld until all the equipment is functioning properly for 15 days after repair.

When a specific piece of equipment has malfunctioned more than three times during the 30 day burn-in period, replace that equipment with a new unit and repeat the 30 day burn-in period.

### **2. Contractor Responsibilities**

During the burn-in period, maintain all work under this Contract in accordance with the Specifications. Restore any work or equipment to proper operating condition within 12 hours after notification.

### **3. Department Responsibilities**

Department responsibilities during the burn-in period will be as follows:

- Expeditious notification of Contractor upon failure or malfunction of equipment
- In the event that the Contractor does not provide the services enumerated above under his Contract responsibilities, the Department or its authorized agents may in the interest of public safety take emergency action to provide for adequate traffic control. Pay any costs incurred as a result of these emergency actions. Such action by the Department will not void any guaranties or warranties or other obligations set forth in the Contract.

### **4. Burn-In Period Acceptance**

The Department will make burn-in period acceptance after satisfactory completion of the required burn-in period and on the basis of a comprehensive field inspection of the complete Adaptive Traffic Signal Control System in accordance with the Specifications. Upon burn-in period acceptance but prior to Final Acceptance of the entire Contract, maintain the complete Adaptive Traffic Signal Control System in accordance with the requirements of Subsection 978.3.07.



### **978.03.07 Contractor Warranty and Maintenance**

#### **A. Warranty**

Provide a manufacturer's support (usual and customary warranties) period for all equipment and materials furnished and installed as part of the Adaptive Traffic Signal Control System equipment and materials. Transfer Manufacturer's and Contractor's warranties or guarantees to the agency or user responsible for the Adaptive Traffic Signal Control System maintenance. Make these warranties/guarantees are continuous throughout their duration, and state in them that they are subject to such transfer. Transfer the warranties or guarantees upon Contract Final Acceptance.

#### **B. Support**

During the warranty period, provide on-site and/or phone consultation as needed at no cost for any operating and maintenance questions or problems that may arise.

#### **C. On-going Support**

Provide on-going support for a period of five (5) years to include phone consultation as needed and on-site support up to 80 hours per year.

### **978.04 Measurement**

#### **A. SCOOT System**

*SCOOT System Base (30 Intersections)* is measured as per each for the full delivery of a fully functional adaptive system delivered, installed, integrated, tested, and accepted.

*SCOOT Field Tuning and Validation* is measured as per each intersection for the completion and acceptance of the field tuning and validation activities.

#### **B. Testing**

Testing is measured as a lump sum for full delivery of testing and acceptance requirements

#### **978.04.01 Limits**

Not Applicable

### **978.05 Payment**

#### **Adaptive Traffic Signal Control System**

Payment is full compensation for furnishing and installing the items complete in place according to this Specification. Payment for all items is as follows:

|              |                                      |      |
|--------------|--------------------------------------|------|
| Item No. 978 | SCOOT System Base (30 Intersections) | Each |
| Item No. 978 | SCOOT Field Tuning and Validation    | Each |

#### **978.05.01 Adjustments**

##### **A. Partial payment is allowed for the SCOOT System Base (30 Intersections) as follows:**

- 50% payment after acceptance of the SCOOT server installation, intersection graphics creation, and proof of purchase of 30 licenses
- 50% final payment after full delivery of a fully functional adaptive system delivered, installed, integrated, tested, and accepted.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**Project No.: 0013141  
FULTON COUNTY**

**Section 937 – Detection Systems**

---

*Retain section 937 as written and revise the following:*

**937.2.03 Wireless Magnetometer Vehicle Detector System (WMVD)**

This specification sets forth the minimum requirements for a system to detect vehicles on a roadway by using battery-powered magnetometer-type sensors that communicate their detection data by radio to a roadside communications hub before the data is relayed to a freeway cabinet, a local traffic controller cabinet, a central software system, and/or a data server as required by the application. The application of the WMVDS and equipment specified shall be as shown in the plans. These specifications cover both intersection presence based vehicle detection used for traffic controller input, as well as freeway system or advanced system detection data collection of volume, occupancy and speed.

**A. Requirements**

The detection system shall provide accurate roadway information as needed to support the traffic management application. The detection system shall operate on 2.4GHz frequency.

1. The Wireless Battery-Powered Magnetometer Vehicle Detection System shall consist of one or more of the following:
  - a. Battery-powered wireless sensors installed in-pavement in each traffic lane w/ reuse enclosure.
  - b. Grind resistant battery-powered magnetometer sensors installed in-pavement in each traffic lane for vehicle detection.
  - c. Battery-powered radar sensors installed in-pavement in each traffic lane for vehicle detection and bicycle detection
  - d. Serial Port Protocol (SPP) Digital Radios mounted on the side of the roadway w/ cable and mount.
  - e. Wireless battery-powered Repeaters (RPs) mounted on the side of the roadway, serving to extend the radio range of an SPP w/ mount.
  - f. Access Point Contact Closure Interface (APCC) cards to provide sensor information processing and support the interface between an SPP and a standard traffic controller using contact closure signals, or mounted in a stand alone cabinet w/ direct IP communications.
  - g. Extension (EX) contact closure cards to provide additional detector outputs to a traffic controller
  - h. Isolation (ISO) Modules to provide surge protection and isolation, as well as providing signal conditioning to enhance the communication distance from the SPP and the APCC.
  - i. Input/Output (I/O) Modules used to provide additional communication options, memory options and a battery backed real time clock.
  - j. Software to control and configure the sensors, APCC, SPP's and RPs.
  - k. Communications between a sensor and SPP can be direct, via a single repeater, or via two repeaters operating in tandem. Communications between the sensors and the SPP or RP and between the RP and SPP or another RP shall be via radio.
  - l. Detection data shall be capable of being relayed from each AP to a local traffic controller for real-time vehicle detection using contact closure signals. Data shall also be capable of being

relayed directly from each AP to a central software system or central server over standard IP (Internet Protocol) networks.

m. Detection system shall be compatible with City of Sandy Springs existing integrated detection management software and server.

## 2. WMVD Sensor Type

- a. All sensor components shall be contained within a single housing.
  - i. The sensor housing shall conform to NEMA Type 6P and IEC IP68 standards.
  - ii. The sensor components shall be fully encapsulated within the housing to prevent moisture from degrading the components.
- b. A sensor shall operate at temperatures from -37 °F / -38.3 °C to +176 °F / +80 °C.
- c. A sensor shall be battery-powered with an average lifetime of ten (10) years when the sensor is configured for and operating under normal traffic conditions.
- d. Two configurations of sensors shall be available from the manufacturer:
  - i. Type A: shall provide all sensor functions, including data collection functions
  - ii. Type B: shall support presence detection only
  - iii. The drawings and/or plans shall dictate the sensor type required.

## 3. Serial Port Protocol (SPP) Device

- a. An SPP shall support 48 sensors with a 0.125 second latency.
- b. An SPP shall operate at temperatures from -37 °F / -38.3 °C to +176 °F / +80 °C.
- c. All SPP components shall be contained within a single housing.
- d. The SPP housing shall conform to NEMA Type 4X and IEC IP67 standards.
- e. The SPP shall communicate to the APCC utilizing a standard CAT5e or higher Ethernet cable.
- f. The SPP shall have a weatherproof Ethernet connector on the bottom.
- g. The Ethernet connector shall be shipped with a cover firmly attached to provide protection from the elements prior to cable connection.
- h. The weatherproof connector shall not require any specialized tools for installation.

## 4. WMVD Repeater (RP)

- a. An RP communicating directly to an AP shall support at least 10 sensors.
- b. An RP communicating to an AP via an intermediate RP (i.e., tandem operation) shall support at least 6 sensors.
- c. An RP shall be battery-powered and battery shall last for a minimum of seven years when operating in normal traffic conditions.
- d. The RP battery shall be field replaceable.
- e. An RP shall operate at temperatures from -37 °F / -38.3 °C to +176 °F / +80 °C.
- f. All RP components shall be contained within a single housing.
- g. The RP housing shall conform to NEMA Type 4X and IEC IP67 standards.
- h. A flex repeater shall meet all requirements of a standard repeater and be capable of providing an external antenna for independent operation of the uplink to the APCC and downlink to the sensors

## 5. WMVD Access Point Contact Closure (APCC) Card Type

- a. Each APCC card shall be capable of communicating with at least 2 SPP modules.
- b. Optional Extension (EX) cards shall provide additional contact closures in a signal cabinet (user configurable from 1 to 4 outputs each).
- c. The APCC shall provide all the higher level processing and interface functions of the system.
- d. Each APCC card shall provide detector data as contact closure signals to the traffic controller.
  - i. Type A: An APCC card shall directly plug in to standard 170/2070 input files.
  - ii. Type B: An APCC card shall be supplied within a standard enclosure to supply power for use in freeway applications.
- e. The APCC and EX cards front panel shall be either software or via front panel switches configurable to provide:
  - i. Presence or pulse mode
  - ii. Delay timing
  - iii. Extension timing
- f. An APCC and EX card shall operate at temperatures from -37 °F / -38.3 °C to +176 °F / +80 °C.

- g. An APCC and EX card shall operate in humidity up to 95% (non-condensing).

6. Isolator module

- a. An Isolator module shall be used between each SPP and APCC to extend communications range and protect the APCC card from transient surges.
- b. The isolator module shall extend the communication range between the APCC and SPP from 33 feet (10 m) to 2000 feet (600 m).
- c. The isolator module shall provide electrical isolation of 1500V.
- d. The isolator module shall provide surge protection of up to 1500V.
- e. The isolator module shall provide AC power cross protection.

7. Input/Output (I/O) Module Type

An I/O module shall expand the capabilities of an APCC by adding a SD Memory Card Slot and battery backed up real time clock. The module shall be of the following types.

- a. Type A: RS232 port for serial communications
- b. Type B: Detection data shall be communicated as IP data over GSM-based cellular data services via a GPRS cellular modem.
- c. Type C: Detection data shall be communicated as IP data over CDMA-based cellular data services via a 1xRTT cellular modem.

The I/O module shall be physically mounted to the APCC and shall be the same width. The combined APCC with I/O module shall be the width of a standard 2 slot wide detector amplifier.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
SPECIAL PROVISION  
P. I. No.: 0013141  
FULTON COUNTY  
Section 150—TRAFFIC CONTROL**

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*Add the following:*

**150.11 SPECIAL CONDITIONS:**

- A. The Contractor shall not close lanes or move equipment or materials between the hours of 6:30 am to 9:00 am and 3:30 pm to 7:00 pm Monday through Friday. All Lane closures shall be approved by the Engineer prior to installation. Double lane closures shall not be allowed at any time.
- B. For this project, the advanced warning signs specified in Subsection 150.03H shall be portable signs. These signs shall be in place only during times that construction is in progress or as conditions warrant as directed by the Engineer. Signs shall be removed or covered at all other times.

**EXHIBIT M  
TO CONTRACT AGREEMENT**

**NOTICE TO CONTRACTORS  
COMPLIANCE WITH ELECTRICAL SAFETY PROVISIONS**

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_, (“Contractor”), whose address is \_\_\_\_\_, \_\_\_\_\_, and I further certify that:

- (1) The provisions of Section 46-3-30 of the Official Code of Georgia Annotated, relating to the “High Voltage Safety Act” will be complied with in full; and
- (2) The provisions of OSHA 29CFR1910.333(c) relating to work near high voltage power lines; and
- (3) The provisions of Part 4 of the National Electrical Safety Code.
- (3) The Contractor shall be required to ensure that each subcontractor hired is in compliance with the provisions listed above.

**CONTRACTOR:**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT N**  
**BUY AMERICA**

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

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**REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS**

**BUY AMERICA**

Revised: March 25, 1992

Revised: January 7, 1994

Revised: June 9, 1995

First Use 2013 Specifications: November 1, 2013

All manufacturing processes for steel and iron materials and steel and iron coatings permanently incorporated into this project must occur in the United States of America. However, pig iron and processed, pelletized, or reduced iron ore used in the production of these products may be manufactured outside the United States.

This requirement, however, does not prevent a minimal use of foreign materials and coatings, provided the cost of materials and coatings used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater.

NOTE: Coatings include: epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of the material.

**CONVICT PRODUCED MATERIALS**

March 25, 1992

Revised: September 6, 1993

First Use 2013 Specifications: November 1, 2013

Materials produced by convict labor after July 1, 1991, may not be used for Federal-Aid highway construction projects unless it meets the following criteria:

1. The materials must be produced by convicts who are on parole, supervised release or probation from a prison; or,
2. If produced in a qualified prison facility, the amount of such materials produced in any 12-month period shall not exceed the amount produced in such facility for such construction during the 12-month period ending July 1, 1987. A qualified prison is defined as one producing convict made materials prior to July 1, 1987.



**EXHIBIT O**  
**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

Revised: December 7, 2009  
Revised: October 21, 2013  
Revised: November 3, 2014

**DEPARTMENT OF TRANSPORTATION**  
**STATE OF GEORGIA**  
**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**  
**CRITERIA FOR ACCEPTABILITY**

The purpose of this special provision is to establish criteria for acceptability of DBE firms for work performed on this contract. The intent is to ensure all participation counted toward fulfillment of the DBE goals is (1) real and substantial, (2) actually performed by viable, independent DBE owned firms, and (3) in accordance with the spirit of the applicable laws and regulations.

The policy of the Georgia Department of Transportation is to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 Code of Federal Regulations, Part 26 and related statutes and regulations in all program activities.

To this end the Georgia Department of Transportation shall not discriminate on the basis of race, color, sex or national origin in the award, administration and performance of any Georgia Department of Transportation assisted contract or in the administration of its Disadvantaged Business Enterprise Program. The Georgia Department of Transportation shall take all necessary and reasonable steps to ensure nondiscrimination.

DBE payments and commitments for Federal-aid projects shall be separate and distinct and cannot be transferred or combined in any matter.

The DBE Goal specified in the contract will be a percentage representing the DBE Race Conscious Participation. The Contractor will strive to achieve an additional percentage in his/her contracts for all projects during the course of the current State Fiscal Year, in order to meet the overall Georgia Department of Transportation DBE goal.

**DBE DIRECTORY:** The Department has available a directory or source list to facilitate identifying DBEs with capabilities relevant to general contracting requirements and to particular

solicitations. The Department will make the directory available to bidders and proposers in their efforts to meet the DBE requirements. The directory or listing includes firms which the Department has certified to be eligible DBEs in accordance with 49 CFR Part 26.

**GOAL FOR PARTICIPATION:** If a percentage goal for DBE participation in this contract is set forth elsewhere in this proposal, the Contractor shall complete the DBE GOALS Form included in the proposal. The Contractor is encouraged to make every effort to achieve the goal set by the Department. However, if the Contractor cannot find sufficient DBE participants to meet the goal established by the Department, the Department will consider for award a proposal with less participation than the established goal if:

(A) The bidder can demonstrate no greater participation could be obtained. This should be well documented by demonstrating the Contractor's actions through good faith efforts. The following is a list of types of actions which the Department will consider as part of the Contractor's good faith efforts to obtain DBE participation. This is not intended to be a mandatory checklist nor intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist DBEs participants in responding to a solicitation.
- (4) (a) Negotiating in good faith with interested DBEs.  
Contractor(s) are responsible to make a portion of the work available

to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- (b) Contractor(s) using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve the Contractor of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. nonunion employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.
- (6) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the contractor.
- (7) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and



Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE's.

- (B) The participation proposed by the low bidder is not substantially less than the participation proposed by the other bidders on the same contract.

If no percentage goal is set forth in the proposal, the contractor may enter a proposed DBE participation. This voluntary DBE participation will count as race neutral DBE participation. Prime Contractor shall report race-neutral participation in accordance with the DBE Monthly Report requirements shown in this document.

To be eligible for award of this contract, all bidders will be required to submit the following information to the Department by the close of business on the 3<sup>rd</sup> working day following opening of the bid as a matter of bidder responsibility.

- i. The names and addresses of DBE firms committed to participate in the Contract;
- ii. A description of the work each DBE will perform; The Contractor shall provide information with their bid showing that each DBE listed by the Contractor is certified in the NAICS code(s) for the kind of work the DBE will be performing.
- iii. The dollar amount of participation for each DBE firm participating; Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- iv. Written confirmation from the DBE committed to participating in the contract, as provided in the prime contractor's commitment.
- v. If the contract goal is not met, evidence of good faith efforts must be provided.

Failure by a bidder to furnish the above information may subject the bid to disqualification. Also failure by the bidder to submit satisfactory evidence of good faith efforts may subject the bid to disqualification.

Award of a contract by the Department to a Prime Contractor who has listed DBE participants with the bid may not constitute final approval by the Department of the listed DBE. The

Department reserves the right to approve or disapprove a Disadvantaged firm after a review of the Disadvantaged firm's proposal participation. Payment to the Contractor under the contract may be withheld until final approval of the listed DBEs is granted by the Department.

If the Contractor desires to substitute a DBE in lieu of those listed in the proposal, a letter of concurrence shall be required from the listed DBE prior to approval of the substitution, unless this requirement is waived by the Department.

Agreements between bidder and a DBE in which promises not to provide Subcontracting quotations to other bidders are prohibited.

**DEFINITION:** For the purposes of this provision, the following definitions will apply:

Disadvantaged Business Enterprise or DBE means a for-profit small business concern –

- (1) Ensuring at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own the business.

Good Faith Efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Joint Venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Socially and Economically Disadvantaged Individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

- (1) Any individual who the Department finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are reputably presumed to be socially and economically disadvantaged.

- (i) "Black Americans," which includes persons having origins, in any of the Black racial groups of Africa;
- (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- (iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (vi) Women;
- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

(3) GDOT will presume that such persons are socially and economically disadvantaged only to the extent permitted by applicable federal law.

Race-conscious measure is one focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure is one being, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

**DISCRIMINATION PROHIBITED:** No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of this contract on the grounds of race, color, sex or national origin.

The following assurance becomes a part of this contract and must be included in and made a part of each subcontract the prime contractor enters into with their subcontractors (49 CFR 26.13):

"The contractor, and/or subcontractor shall not discriminate on the basis of



race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT – assisted contracts. Failure by the contractor to carry out these requirements is (breach) of this contract which may result in the termination of this contract or such other remedy as the Department deems appropriate”.

**Failure to Achieve Requirements:** Periodic reviews shall be made by the Department to determine the extent of compliance with the requirements set forth in this provision. If the Contractor is found to be in noncompliance, further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of this contract. During the life of the contract, the contractor will be expected to demonstrate good faith efforts at goal attainment as provided by 49 CFR 26.

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Department’s written consent to substitute and, unless the Department’s consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Participation will be counted toward fulfillment of the DBE goal as follows:

- (A) When a DBE participates in a contract, the Contractor counts only the value of the work actually performed by the DBE toward DBE goals.
  - (1) Count the entire amount of the portion of a construction contract (or other contract not covered by paragraph (A) (2) of this section) performed by the DBE’s own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
  - (2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided the Department determines the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.



- (3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- (B) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract the DBE performs with own forces toward DBE goals.
- (C) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.
  - (1) A DBE performs a commercially useful function when responsible for execution of the work of the contract and carrying out responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
  - (2) A DBE does not perform a commercially useful function if their role is limited to being an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
  - (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of their contract with their own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume the DBE is not performing a commercially useful function.
  - (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (C) (3) of this section, the DBE may present evidence to rebut this presumption.
  - (5) The Department's decisions on commercially useful function matters are subject to review by the US DOT, but are not administratively appealable to the US DOT.

- (D) The following factors are to be used in determining whether a DBE trucking company is performing a commercially useful function:
- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which they are responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - (4) The DBE may lease trucks from another DBE firm, including an owner / operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provided on the contract.
  - (5) The DBE may also lease trucks from a non-DBE and is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
  - (6) For purposes of this paragraph (D), a lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- (E) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- (1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
  - (ii) For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment

required under the contract and of the general character described by the specifications.

- (2) (i) If the materials or supplies are obtained from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals. (ii) For purposes of this section, a regular dealer is a firm owning, operating, or maintaining a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(A) To be a regular dealer, the firm must be an established, regular business engaging, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph **(E)(2)(ii)** if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph **(E)(2)**.

- (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

- (4) You must determine the amount of credit awarded to a firm for the provision of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expeditor) on a contract-by-contract basis. Do not count the participation of a DBE subcontractor toward the prime contractor's DBE



achievements until the amount being counted toward the goal has been paid to the DBE.

- (5) No participation will be counted not in compliance with Special Provision entitled "Criteria for Acceptability" which is a part of this contract or with any provisions included in 49 CFR Part 26.
- (6) If the contract amount overruns, the contractor will not be required to increase the dollar amount of DBE participation. If the contract amount under runs, the contractor will not be allowed to under run the dollar amount of DBE participation except when the DBE subcontracted items themselves under run.

## **REPORTS**

A. The contractor shall submit a "DBE Participation Report" on this contract monthly which shall include the following:

- 1. The name of each DBE participating in the contract.
- 2. A description of the work to be performed, materials, supplies, and services provided by each DBE.
- 3. Whether each DBE is a supplier, subcontractor, owner/operator, or other.
- 4. The dollar value of each DBE subcontract or supply agreement.
- 5. The actual payment to date of each DBE participating in the contract.
- 6. The report shall be updated by the Prime Contractor whenever the approved DBE has performed a portion of the work that has been designated for the contract. Copies of this report should be transmitted promptly to the Engineer. Failure to submit the report within 30 calendar days following the end of the month may cause payment to the contractor to be withheld.
- 7. The Prime Contractor shall notify the Project Engineer at least 24 hours prior to the time the DBE commences working on the project. The DBE must furnish supervision of the DBE portion of the work, and the person responsible for this supervision must report to the Project Engineer when they

begin work on the project. They must also inform the Project Engineer when their forces will be doing work on the project.

B. In order to comply with 49 CFR 26.11, the Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report.

C. Failure to respond within the time allowed in the request will be grounds for withholding all payments on all Contracts.

**SUBSTITUTION OF DBEs:** The Contractor shall make reasonable efforts to replace a DBE Subcontractor unable to perform work for any reason with another DBE. The Department shall approve all substitutions of Subcontractors in order to ensure the substitute firms are eligible DBEs.

When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

**CERTIFICATION OF DBEs:** To ensure the DBE Program benefits only firms owned and controlled by Disadvantaged Individuals, the Department shall certify the eligibility of DBEs and joint ventures involving DBEs named by bidders.

Questions concerning DBE Certification/Criteria should be directed to the EEO Office at (404) 631-1972.

## INSTRUCTIONS FOR LIST OF DBE PARTICIPANTS

If a DBE Goal is indicated, you must propose to achieve a goal that is equal or greater than the percentage required. If no goal is indicated, you may propose your own goal.

The DBE firms to be utilized as counting toward the proposed goal must be listed on this form, along with their addresses, type of work, and the amount to be paid to each of the minority firms. The amount entered will not necessarily be the contract amount, but must be the actual amount that will be paid to the DBE firm. In the case of a DBE supplier, the amount paid and 60% of that amount both will be entered; and only the 60% figure should be added to the total. An example of this is shown in the example chart:

| Vendor Number | Company Name And Address (City and State) | Type Of Work         | *Work Code | Race Neutral | Race Conscious | Amount                               |
|---------------|---|----------------------|------------|--------------|----------------|--------------------------------------|
|               | ABC Oil Company<br>Atlanta, GA            | Diesel Fuel Supplier |            |              |                | \$80,000.00<br>(60%=<br>\$48,000.00) |

\* For Departmental use ONLY. Do not fill in Work Codes.

The Contractor shall indicate for each DBE and Type of Work whether the DBE Participant is Race Neutral or Race Conscious by placing a checkmark in the appropriate column.

**PLEASE NOTE:** For 60% of the amount paid to a DBE supplier to be eligible to count toward fulfilling the DBE goal, the supplier must be an established "regular dealer" in the product involved, and not just a broker. A "regular dealer" would normally sell the product to several customers and would usually have product inventory on hand.

**DBE GOALS**

VENDOR ID:

BIDDER'S COMPANY NAME:

PROJECT NO. & COUNTY:

LET NO:

LET DATE:

TOTAL BID:

THE REQUIRED DBE GOAL ON THIS CONTRACT IS:

I PROPOSE TO UTILIZE THE FOLLOWING DBE CONTRACTORS:

**LIST OF DBE PARTICIPANTS**

| VENDOR<br>NUMBER | DBE NAME/<br>ADDRESS (CITY,<br>STATE) | TYPE OF WORK | *WORK<br>CODE | Race<br>Neutral | Race<br>Conscious | AMOUNT |
|------------------|---------------------------------------|--------------|---------------|-----------------|-------------------|--------|
|                  |                                       |              |               |                 |                   |        |
|                  |                                       |              |               |                 |                   |        |
|                  |                                       |              |               |                 |                   |        |
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|                  |                                       |              |               |                 |                   |        |
|                  |                                       |              |               |                 |                   |        |
|                  |                                       |              |               |                 |                   |        |
| TOTAL            |                                       |              |               |                 |                   |        |

**\*For Departmental use only. Do not fill in Work codes.**

**PLEASE NOTE:** Only 60 % of the participation of a DBE Supplier who does not manufacture or install the product will be counted toward the goal. See below for further instructions.



## **INSTRUCTIONS TO CONTRACTOR** **DBE PARTICIPATION REPORT**

In order to receive credit toward the DBE Goal, the prime contractor must complete the report in its entirety and submit this form MONTHLY to the Project Manager in charge of the contract. Failure to submit this form will result in no credit toward the contract DBE requirements.

1. PROJECT NUMBER – This is the GDOT assigned project number – See Contract.
  2. COUNTY – See Contract.
  3. CONTRACT ID NUMBER – This is the GDOT Contract Identification Number – See Contract.
  4. CONTRACTOR NAME –
  5. REPORT SUBMISSION DATE – This is the date the report is completed.
  6. REPORT NUMBER – Reports must be consecutively numbered.
  7. REPORT TYPE – This should be checked monthly until all work has been completed, at which time the Report Type should be changed to Final and submitted to the Project Manager.
  8. DATE WORK BEGAN – This is the date of the first day any work occurred on the project.
  9. DBE REQUIRED PERCENTAGE – This is the total required % of the original contract amount.
  10. CONTRACT \$ AMOUNT – DBE Amount: *The DBE amount and percentage are the DBE amount and percentage shown in the original contract. (In some instances, this amount may be greater than the percentage amount and may exceed the percentage in the contract; for reporting purposes, the amount over the DBE percentage on this contract is considered race neutral). Original subcontract amount should be at least the amount listed in the contract. Any amounts above the race conscious number or percentage are counted as race neutral and should be shown on report on a separate line than the race conscience. The contractor cannot add the race neutral until the race conscious is exceeded.*
  11. PERCENT \$ COMPLETE – Insert the Percentage Complete, which reflects the percentage of project completed in dollars to the ending date of this report.
  12. DBE \$ AMOUNT – The is the total dollar amount representing the percentage of the original contract.
  13. PERCENT PROJECT COMPLETE – Insert the Percentage of Project Complete, which indicates the time completed on the project.
  14. DATE CLOSING THIS REPORT – Please check the appropriate date for the close of payments for this report.
  15. SUPPLIER (S) – One who supplies material to the Project. The dollar value shown in the contracts for suppliers represents the calculated sixty percent (60%) dollar value of the original amount; therefore, the supplier percentage requires no further adjustments. The amount in the contact should be shown as the subcontract amount.
  16. OWNER / OPERATOR (O) – One who owns and operates the equipment themselves.
  17. SUBCONTRACTOR (SC) – Those who aren't a supplier or owner/operator.
  18. SUBCONTRACTOR AGREEMENT RECEIVED (SAR): The Department requests that you supply a copy of valid executable subcontract agreements between your company and your DBE subcontractors per section 108.01 of the Standard Specifications. All subcontracts shall include the Required Contract Provisions, FHWA 1273; these provisions shall not be incorporated by reference. A copy of subcontractor agreement (SAR) between the prime and each DBE must be submitted to the Area Engineer's Office.
  19. RACE NEUTRAL (RN) – DBE participation that would have been used in the absence of any contract goal provisions.
  20. RACE CONSCIOUS – DBE participation that was utilized specifically to meet the proposed contract goal or portion thereof.
-



21. ORIGINAL SUBCONTRACT AMOUNT – This is the original amount shown in the Signed Contract.
22. PREVIOUS PAYMENTS – This totals all PAYMENTS prior to this report.
23. PAYMENTS THIS REPORT – These are the totals of PAYMENTS during this report period only.
24. PAYMENTS TO DATE – Show the actual amount that each DBE has payments to-date under the contract based on the unit prices paid to the DBE by the prime contractor and not contract unit prices. When a supplier is used to fulfill the DBE requirements, only 60% of the amount earned by the supplier may be entered. Show that total amount in the space provided.
25. CURRENT COLUMN TOTALS – Total each column.
26. PERCENT OF CONTACT – This percentage is calculated using the contract amount and the total DBE payments-to-date.
27. CERTIFICATION – The contractor or his authorized representative must sign this form prior to submittal. Failure to complete and submit this form in a timely manner may delay monthly progress payments.
28. DBE must perform at least 30% of work with own forces to meet commercially useful function criteria (49CFR26.55). If a DBE subcontracts part of the work of its contract to another firm, the value of the work can only be counted toward the DBE goal if the DBE's subcontractor is itself a DBE.
29. A DBE hauler must itself own and operate at least one fully licensed, insured and operational truck to be used on the contract.
30. Payments and commitments for Federal-aid projects **shall be separate and distinct and cannot be transferred or combined in any manner.**
31. Credits towards DBE goal can only be claimed after the amount being claimed toward the goal has been paid to the DBE. Attach cancelled checks: Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report (49CFR26.11).

### **GENERAL INFORMATION**

The prime contractor may change DBE firms only with the approval of the District Engineer, provided the changes confirm to contract regulations.

*The prime contractor is responsible for sending a copy of the subcontractor agreement between the prime and its subcontractors to the Project Manager. After submitting this document to the Project Manager, the prime contractors checks the block on the DBE Participation Report. Only one copy of the subcontractor agreement is requested for each DBE subcontractor.*

*If the prime contractor has not submitted a copy of the subcontractor agreement between the prime and its DBE subcontractor(s), the project manager will contact the prime contractor and request this document.*

*The prime contractor is not requested to send copies of the subcontractor agreement signed with the DBE firms to multiple offices within GDOT. Sending this information to the Project Manager will satisfy the federal requirements.*

*The prime contractor is responsible to accurately complete the report prior to submitting to the department. Once submitted to the department, the department project manager is responsible for reviewing it for accuracy.*

*If the report is inaccurate, the department project manager shall send the report back to the prime contractor for corrections. Payment will be withheld by the Department until a correct report is received.*

*The prime contractor is required to submit the monthly DBE from the month of Notice To Proceed until the Final DBE Report is submitted. Payment will be withheld by the Department until the report is received.*

Upon completion of the work, a final "DBE Participation Report" will be required and submitted to the Area Engineer prior to final payment. All information shown on the form must be completed, including the payments of each approved DBE.

Joint ventures between non-DBE and certified DBE: Only that portion of the work for which the DBE is responsible may be used to satisfy the requirements.

Should you have questions about the Monthly DBE Participation Report – ARRA Reporting, contact the local District Contracts Administration Office or District EEO Officer.

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**FOR DEPARTMENTAL USE ONLY:**

Federal Law requires that the work of DBE contractors be monitored in the field as part of the effort to ensure that DBEs are actually performing the work (49CFR26.37 (b)).

District EEO Officers must receive copies of the Monthly DBE Participation Reporting.

## CUF Inspection Form Instructions

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The form does not and is not intended to document every possible CUF consideration. CUF is recognized during the normal course of inspecting the DBE's work on the project. The form merely records that CUF was inspected for the benefit of the record, and provides evidence to FHWA that CUF is being reviewed. It is the primary responsibility of the prime contractor to ensure that the DBE is performing a CUF. GDOT, as the contracting agency, has oversight responsibility to ensure that the prime contractor has effectively met this responsibility under its contract with the Department.

### I. Preconstruction Meetings:

Remind the Prime contractor/s about the DBE goal and the contract requirements. Briefly go through the list of DBEs in the contract and what they will be performing. Remind the contractor about their CUF responsibilities identified in the Contract – Special Provision "Criteria for Acceptability". DBEs must perform a commercially useful function by actually performing, managing, and supervising the work involved. Credit toward the goal must not be reported on the monthly report unless the DBE is serving a CUF. You may ask the prime at this time if they have a CUF Process. If they say no, EEO will provide them guidance prior to the DBEs beginning work. Remind the Contractor, the Superintendent shall notify the Engineer prior to starting any Pay Item Work. The Prime Contractor shall coordinate and be responsible to the Engineer for all activities of subcontractors.

### II. Construction phase:

Be familiar with the Contractors progress schedule. When will the DBEs begin work and on what items. The Prime contractor must not do the work of the DBE without the Engineers approval. Make certain the Prime gets a subcontract approval prior to the DBE begins work. And obtain a physical copy of the subcontract or supply agreement.

### III. Reviewing the Subcontract:

The physical subcontract must be specific as to the work the DBE will perform. If the subcontract states: *furnish and install*, the expectation should be that the DBE will pay for the materials. If the subcontract merely states the DBE will *install, haul, or perform the work*, the Prime may have made arrangements to supply the materials themselves.

### IV. DBE begins work—CUF Form

Begin the inspection by interviewing the Prime. Section A of the form. The intent is to establish that the contractor is aware of their responsibilities. Sections B through F are observations made during the normal course of inspecting the DBEs work.

Document a minimum of one review for each DBE for each project with a DBE goal. File the completed form in the official project records with the applicable DBE report. If your project is audited by a State or Federal agency, the expectation will be that each DBE that has worked on the project has had at least one documented CUF inspection.

The review should be started when the DBE first begins work and is not complete until the DBE has received a payment. Continue to monitor compliance through the course of the project. Use the CUF form to document any further noted concerns or inconsistencies.

Contact the District EEO Officer if you believe a DBE may not be performing a Commercially Useful Function (CUF), or if you have any questions related to the program. This form does not document every possible question or concern. Monitoring the DBE for CUF is a continuous process through the life of the project. Training is available online to aide in identifying fronts, scams, and pass-through schemes.



**COMMERCIALLY USEFUL FUNCTION (CUF)  
PROJECT SITE REVIEW (CONSTRUCTION PROJECTS)**

GDOT EEO 5/2014

Per 49 CFR 26.55, "A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved". It is the primary responsibility of the Prime Contractor to ensure that the DBE is performing a CUF. The Department, as the contracting agency, has oversight responsibility to ensure that the Prime Contractor has effectively met this responsibility under its contract with the Department.

- Document a minimum of one review for each DBE for each project with a DBE goal. File the completed form in the official project records with the applicable DBE report. The review should be started when the DBE first begins work and is not complete until the DBE has received a payment. Continue to monitor compliance through the course of the project. Use the CUF form to document any further noted concerns or inconsistencies. Contact the District EEO Officer if you believe a DBE may not be performing a Commercially Useful Function (CUF), or if you have any questions related to the program. This form does not document every possible question or concern. Monitoring the DBE for CUF is a continuous process through the life of the project.

| Project Number:<br>County:<br>Prime Contractor:   | GDOT Reviewer:<br>Reviewer's Title:<br>Review Date:   |                          |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
|---|---|--------------------------|-----|----|---|--------------------------|--------------------------|--|--------------------------|--------------------------|--|--------------------------|--------------------------|--|--------------------------|--------------------------|---|--------------------------|--------------------------|--|--------------------------|--------------------------|--|--------------------------|--------------------------|---|--------------------------|--------------------------|---|--------------------------|--------------------------|--|--------------------------|--------------------------|----------------------------|--------------------------|--------------------------|--|--------------------------|--------------------------|--|--------------------------|--------------------------|---------------------------------------|--------------------------|--------------------------|--|--------------------------|--------------------------|--|--------------------------|--------------------------|------------------------|--------------------------|--------------------------|---|--------------------------|--------------------------|---|--------------------------|--------------------------|---|--------------------------|--------------------------|---|--------------------------|--------------------------|---------------|--------------------------|--------------------------|---|--------------------------|--------------------------|
| DBE Name:   |   |                          |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| DBE is performing as a Contractor:      The Prime Contractor <input type="checkbox"/> A Subcontractor <input type="checkbox"/> A Tier Subcontractor <input type="checkbox"/>  |   |                          |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| DBE is performing as a Material Supplier:    A Manufacturer <input type="checkbox"/> A Regular Dealer <input type="checkbox"/> A Broker <input type="checkbox"/>  |   |                          |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| <b>Scope of Work</b><br>Provide a brief description of the DBE's scope of work. (Refer to Subcontract Agreement and/or Purchase Order if needed.)   |   |                          |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
|   | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 10%; text-align: center;">YES</th> <th style="width: 10%; text-align: center;">NO</th> </tr> </thead> <tbody> <tr> <td><b>A. Prime Contractor Interview and Subcontract Approval</b></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>1. Does the Prime Contractor have a process in place to substantiate the DBE's CUF and the allowable credit toward the DBE goal in the Contract?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>2. Is the DBE only using equipment it owns, rents, or leases? 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(Comparison of DBE report, canceled checks, subcontract, and inspection pay reports). | <input type="checkbox"/> | <input type="checkbox"/> | <b>F. Joint Checks... (if applicable)</b> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Is the Prime paying the DBE and the DBE's Supplier with one check? | <input type="checkbox"/> | <input type="checkbox"/> | 2. Has the Department approved the use? | <input type="checkbox"/> | <input type="checkbox"/> | <b>G. CUF</b> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Does the DBE appear to be performing a Commercially Useful Function (CUF)? (If no, provide comments and <b>contact your District EEO Officer at</b> _____) | <input type="checkbox"/> | <input type="checkbox"/> |
|   | YES   | NO                       |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| <b>A. Prime Contractor Interview and Subcontract Approval</b>   | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| 1. Does the Prime Contractor have a process in place to substantiate the DBE's CUF and the allowable credit toward the DBE goal in the Contract?  | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| 2. Is the DBE only using equipment it owns, rents, or leases? (Obtain copies of all rent or lease agreements).  | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| 3. Is the DBE performing <i>at least</i> 30% of their work described in the subcontract?  | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| 4. Does the DBE hauling firm own or lease their trucks? (Obtain copies of lease agreements, if applicable).....(NA <input type="checkbox"/> )   | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| <b>B. Field Observations during work inspection and Payroll Inspection</b>  | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| 1. Is the DBE firm supervising its employees and their work?  | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| 2. Is the supervisor a full-time employee of the DBE?   | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| 3. Is the DBE working without assistance from the prime contractor or another subcontractor? (Use of prime's equipment in an emergency is allowed but the cost associated with the use of the equipment cannot be credited towards the goal.) | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| 4. Are DBE leased trucks properly placard?  | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| <b>C. Labor Interviews</b>  | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| 1. Does the DBE have employees on the job to perform the work?  | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| 2. Do the DBE's employees only work for the DBE?  | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| <b>D. Material Invoice Inspection</b>   | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| 1. Does a review of the haul tickets associated with the project indicate that hauling is being performed by the DBE?.....(NA <input type="checkbox"/> )  | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| 2. Does the DBE's name appear on all invoices, haul tickets, and/or bills of lading?  | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| <b>E. Commensurate</b>  | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| 1. Is Payment received by the DBE comparable with the work being performed? (Comparison of DBE report, canceled checks, subcontract, and inspection pay reports).   | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| <b>F. Joint Checks... (if applicable)</b>   | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| 1. Is the Prime paying the DBE and the DBE's Supplier with one check?   | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| 2. Has the Department approved the use?   | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| <b>G. CUF</b>   | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |
| 1. Does the DBE appear to be performing a Commercially Useful Function (CUF)? (If no, provide comments and <b>contact your District EEO Officer at</b> _____)   | <input type="checkbox"/>  | <input type="checkbox"/> |     |    |   |                          |                          |  |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |  |                          |                          |  |                          |                          |   |                          |                          |   |                          |                          |  |                          |                          |                            |                          |                          |  |                          |                          |  |                          |                          |                                       |                          |                          |  |                          |                          |  |                          |                          |                        |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |   |                          |                          |               |                          |                          |   |                          |                          |

**COMMENTS:** if any response recorded in section A- E is "no", comments explaining the "no" are mandatory. Attach a 2<sup>nd</sup> page if necessary.

## CUF DETERMINANTS

### PERFORMING

- a. DBE must be responsible for performing its own work on the project
- b. At least 30% of the work must be performed by the DBE with its own workforce
- c. The DBE keeps a regular workforce and has its own employees
- d. The DBE is utilizing its own equipment
- e. Operation of the equipment must be subject to the full control of the DBE

#### RED FLAGS

- A portion of the DBE's work being done by the Prime Contractor or jointly with another contractor
- Employee working for both the Prime and the DBE
- Equipment used by DBE belongs to the Prime Contractor or another contractor with no formal lease agreement
- Equipment signs and markings cover another contractor's identity

#### RECORDS/DOCUMENTS

- Subcontract Agreement or Purchase Order
- Equipment ownership, rental, or lease documents
- Certified payrolls

### MATERIALS (For material credit)

- a. DBE is responsible for the delivery of the materials
- b. DBE is ordering the material and invoices indicate that DBE is the customer
- c. Material invoices indicate that DBE owner or Superintendent is the contact person
- d. Department has approved use of joint checks

#### RED FLAGS

- Materials for DBE credited work are delivered by the Prime Contractor
- Materials are ordered, billed to, and/or paid by the Prime Contractor
- Invoices do not indicate that DBE is the customer
- Prime's employee is listed as the contact person on invoices
- Materials come from Prime's stockpiles

#### RECORDS/DOCUMENTS

- Invoices
- Haul tickets or Bills of Lading
- Material on Hand documentation
- Joint check agreement
- Cancelled checks

### SUPERVISING

- a. DBE supervisor is a full-time employee of the DBE
- b. Employees are being supervised by DBE supervisor
- c. DBE is scheduling work operations

#### RED FLAGS

- DBE's employees are being supervised by Prime Contractor or another contractor
- DBE provides little or no supervision of work
- DBE supervisor is not a full-time employee of the DBE

#### RECORDS/DOCUMENTS

- Certified Payrolls
- Document communication with DBE owner or Superintendent

**EXHIBIT P**  
**SPECIAL PROVISION/ PROMPT PAYMENT**

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

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First Use 2013 Specifications: November 01, 2013

**SPECIAL PROVISION**

**PROMPT PAYMENT:**

Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment made to them.

Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the Department.

If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

All subcontract agreements shall contain this requirement.

**EXHIBIT Q**  
**BIDDER PREQUALIFICATION AND BID RIGGING NOTICES**



## **NOTICE TO ALL BIDDERS**

ALL BIDDERS SUBMITTING BIDS IN EXCESS OF \$2,000,000  
SHALL BE PRE-QUALIFIED WITH THE GEORGIA DEPARTMENT OF  
TRANSPORTATION (GDOT).

ALL BIDDERS SUBMITTING BIDS \$2,000,000  
OR LESS SHALL BE REGISTERED SUBCONTRACTORS OR PRE-QUALIFIED  
WITH THE GDOT.

SUBCONTRACTORS SHALL BE PRE-QUALIFIED OR  
REGISTERED WITH THE GDOT.

IF CONSTRUCTION WORK INVOLVES WELDED STRUCTURES,  
SUCH AS BRIDGES, THE MANUFACTURER OF THE  
STRUCTURE SHALL BE ON THE GDOT QPL LIST 60.

# **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 AM to 5:00 PM, Eastern Time. Anyone with the knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse, and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**EXHIBIT R**  
**U.S. DEPARTMENT OF LABOR CERTIFIED PAYROLL FORM WH-347**

|                    |  |                  |  |         |  |   |  |
|--------------------|--|------------------|--|---------|--|---|--|
| NAME OF CONTRACTOR |  | OR SUBCONTRACTOR |  | ADDRESS |  | OMB No.: 1235-0008<br>Expires: 02/28/2018 |  |
|--------------------|--|------------------|--|---------|--|---|--|

|             |  |                 |  |                      |  |                         |  |
|-------------|--|-----------------|--|----------------------|--|-------------------------|--|
| PAYROLL NO. |  | FOR WEEK ENDING |  | PROJECT AND LOCATION |  | PROJECT OR CONTRACT NO. |  |
|-------------|--|-----------------|--|----------------------|--|-------------------------|--|

| (1)<br><br>NAME AND INDIVIDUAL IDENTIFYING NUMBER<br>(e.g., LAST FOUR DIGITS OF SOCIAL SECURITY<br>NUMBER) OF WORKER | (2)<br><br>NO. OF<br>WITHHOLDING<br>EXEMPTIONS | (3)<br><br>WORK<br>CLASSIFICATION | OT OR ST. | (4) DAY AND DATE      |  |  |  |  |  |  | (5)<br><br>TOTAL<br>HOURS | (6)<br><br>RATE<br>OF PAY | (7)<br><br>GROSS<br>AMOUNT<br>EARNED | (8)<br><br>DEDUCTIONS |      |                         |  |  |       | (9)<br><br>NET<br>WAGES<br>PAID<br>FOR WEEK |                     |
|--|--|-----------------------------------|-----------|-----------------------|--|--|--|--|--|--|---------------------------|---------------------------|--------------------------------------|-----------------------|------|-------------------------|--|--|-------|---|---------------------|
|  |  |                                   |           |                       |  |  |  |  |  |  |                           |                           |                                      |                       | FICA | WITH-<br>HOLDING<br>TAX |  |  | OTHER |   | TOTAL<br>DEDUCTIONS |
|  |  |                                   |           | HOURS WORKED EACH DAY |  |  |  |  |  |  |                           |                           |                                      |                       |      |                         |  |  |       |   |                     |
|  |  |                                   | O         |                       |  |  |  |  |  |  |                           |                           |                                      |                       |      |                         |  |  |       |   |                     |
|  |  |                                   | S         |                       |  |  |  |  |  |  |                           |                           |                                      |                       |      |                         |  |  |       |   |                     |
|  |  |                                   | O         |                       |  |  |  |  |  |  |                           |                           |                                      |                       |      |                         |  |  |       |   |                     |
|  |  |                                   | S         |                       |  |  |  |  |  |  |                           |                           |                                      |                       |      |                         |  |  |       |   |                     |
|  |  |                                   | O         |                       |  |  |  |  |  |  |                           |                           |                                      |                       |      |                         |  |  |       |   |                     |
|  |  |                                   | S         |                       |  |  |  |  |  |  |                           |                           |                                      |                       |      |                         |  |  |       |   |                     |
|  |  |                                   | O         |                       |  |  |  |  |  |  |                           |                           |                                      |                       |      |                         |  |  |       |   |                     |
|  |  |                                   | S         |                       |  |  |  |  |  |  |                           |                           |                                      |                       |      |                         |  |  |       |   |                     |
|  |  |                                   | O         |                       |  |  |  |  |  |  |                           |                           |                                      |                       |      |                         |  |  |       |   |                     |
|  |  |                                   | S         |                       |  |  |  |  |  |  |                           |                           |                                      |                       |      |                         |  |  |       |   |                     |
|  |  |                                   | O         |                       |  |  |  |  |  |  |                           |                           |                                      |                       |      |                         |  |  |       |   |                     |
|  |  |                                   | S         |                       |  |  |  |  |  |  |                           |                           |                                      |                       |      |                         |  |  |       |   |                     |
|  |  |                                   | O         |                       |  |  |  |  |  |  |                           |                           |                                      |                       |      |                         |  |  |       |   |                     |
|  |  |                                   | S         |                       |  |  |  |  |  |  |                           |                           |                                      |                       |      |                         |  |  |       |   |                     |

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_  
(Contractor or Subcontractor)  
\_\_\_\_\_ ; that during the payroll period commencing on the \_\_\_\_\_  
(Building or Work)  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said  
\_\_\_\_\_ from the full  
(Contractor or Subcontractor)  
weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the  
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications  
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship  
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and  
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered  
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:  
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in  
the above referenced payroll, payments of fringe benefits as listed in the contract  
have been or will be made to appropriate programs for the benefit of such employees,  
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,  
as indicated on the payroll, an amount not less than the sum of the applicable  
basic hourly wage rate plus the amount of the required fringe benefits as listed  
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |

REMARKS:

|                |           |
|----------------|-----------|
| NAME AND TITLE | SIGNATURE |
|                |           |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR  
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE  
31 OF THE UNITED STATES CODE.

**EXHIBIT S**  
**DAVIS BACON WAGE RATES**

General Decision Number: GA170259 01/06/2017 GA259

Superseded General Decision Number: GA20160259

State: Georgia

Construction Type: Highway

County: Fulton County in Georgia.

## HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts). Modification Number      Publication Date 0 01/06/2017

SUGA2014-081 10/03/2016

Rates      Fringes

CARPENTER, Includes Form Work....\$ 15.74      0.00

CEMENT MASON/CONCRETE FINISHER...\$ 15.33      0.00

FENCE ERECTOR.....\$ 16.54      0.00

### HIGHWAY/PARKING LOT STRIPING:

Operator (Striping Machine).....\$ 13.25      2.69

INSTALLER - GUARDRAIL.....\$ 14.95      0.00

INSTALLER - SIGN.....\$ 13.03      0.00

IRONWORKER, REINFORCING.....\$ 14.64      0.00

IRONWORKER, STRUCTURAL.....\$ 15.12      0.00

### LABORER: Concrete Paving

Joint Sealer.....\$ 17.66      0.00

LABORER: Grade Checker.....\$ 11.45      0.00

LABORER: Mason Tender - Brick...\$ 11.61      0.00

### LABORER: Mason Tender -

Cement/Concrete.....\$ 12.32      0.00

LABORER: Pipelayer.....\$ 12.34      0.00

### LABORER: Asphalt (Includes

Distributor, Raker, Screed,

|   |      |
|---|------|
| Shoveler, and Spreader).....\$ 13.87    | 0.00 |
| LABORER: Common or General,             |      |
| Includes Erosion Control.....\$ 11.21   | 0.00 |
| OPERATOR:                               |      |
| Backhoe/Excavator/Trackhoe.....\$ 17.52 | 2.70 |
| OPERATOR: Bobcat/Skid                   |      |
| Steer/Skid Loader.....\$ 13.38          | 0.00 |
| OPERATOR: Broom/Sweeper.....\$ 14.83    | 1.38 |
| OPERATOR: Bulldozer.....\$ 15.68        | 1.25 |
| OPERATOR: Compactor.....\$ 14.64        | 0.00 |
| OPERATOR: Concrete Saw.....\$ 18.94     | 0.00 |
| OPERATOR: Crane.....\$ 21.08            | 0.00 |
| OPERATOR: Distributor.....\$ 16.69      | 1.01 |
| OPERATOR: Grader/Blade.....\$ 18.48     | 0.00 |
| OPERATOR: Hydroseeder.....\$ 15.20      | 0.00 |
| OPERATOR: Loader.....\$ 13.64           | 0.94 |
| OPERATOR: Mechanic.....\$ 19.01         | 0.00 |
| OPERATOR: Milling Machine               |      |
| Grounds-man.....\$ 13.43                | 1.24 |
| OPERATOR: Milling Machine.....\$ 17.02  | 2.39 |
| OPERATOR: Paver (Asphalt,               |      |
| Aggregate, and Concrete).....\$ 17.03   | 0.00 |
| OPERATOR: Pile-driver.....\$ 16.70      | 0.00 |
| OPERATOR: Roller.....\$ 13.32           | 0.84 |
| OPERATOR: Scraper.....\$ 12.64          | 0.00 |
| OPERATOR: Screed.....\$ 15.18           | 1.66 |
| OPERATOR: Shuttle Buggy.....\$ 14.06    | 1.98 |
| PAINTER: Spray.....\$ 23.30             | 0.00 |
| TRAFFIC CONTROL: Flagger.....\$ 11.95   | 0.00 |
| TRAFFIC CONTROL:                        |      |
| Laborer-Cones/                          |      |
| Barricades/Barrels -                    |      |



|                                  |          |      |
|----------------------------------|----------|------|
| Setter/Mover/Sweeper.....        | \$ 12.66 | 0.00 |
| TRAFFIC SIGNALIZATION:           |          |      |
| Laborer.....                     | \$ 14.00 | 1.08 |
| TRAFFIC SIGNALIZATION:           |          |      |
| Electrician.....                 | \$ 24.72 | 5.26 |
| TRUCK DRIVER: Dump Truck.....    | \$ 16.41 | 0.00 |
| TRUCK DRIVER: Flatbed Truck..... | \$ 14.91 | 1.07 |
| TRUCK DRIVER: Hydroseeder        |          |      |
| Truck.....                       | \$ 16.74 | 0.00 |
| TRUCK DRIVER: Lowboy Truck.....  | \$ 18.98 | 0.00 |
| TRUCK DRIVER: Off the Road       |          |      |
| Truck.....                       | \$ 12.38 | 0.00 |
| TRUCK DRIVER: Pickup Truck.....  | \$ 13.29 | 0.00 |
| TRUCK DRIVER: Water Truck.....   | \$ 13.23 | 0.00 |
| TRUCK DRIVER: Semi/Trailer       |          |      |
| Truck.....                       | \$ 16.26 | 0.00 |

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts). Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier. A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed. With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**EXHIBIT T**  
**SPECIAL PROVISION, REQUIRED CONTRACT PROVISIONS, FEDERAL-AID**  
**CONSTRUCTION CONTRACTS, FIRST USE OCTOBER 18, 2013.**

## **SPECIAL PROVISION**

### **Required Contract Provisions Federal-Aid Construction Contracts**

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1. *Subsection I.4 Selection of Labor; Delete the last sentence in the paragraph.*
2. *Subsections IV Davis Bacon and Related Act Provisions; Delete the first paragraph in its entirety and substitute the following:*

“This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts. The requirements apply to all projects located within the right-of-way of a roadway.”

**EXHIBIT U**  
**SPECIAL PROVISION, REQUIRED CONTRACT PROVISION, FEDERAL-AID HIGHWAY**  
**PROGRAM, CARGO PREFERENCE ACT REQUIREMENTS**

**GEORGIA DEPARTMENT OF TRANSPORTATION  
REQUIRED CONTRACT PROVISIONS, FEDERAL-AID HIGHWAY PROGRAM**

**EFFECTIVE FEBRUARY 15, 2016**

The Cargo Preference Act (CPA) establishes certain requirements for the use of privately owned United States-flag commercial vessels in transporting equipment, materials, and commodities by ocean vessel. Contractors are required to comply with the CPA requirements and 46 CFR 381 and are required to insert the substance of these provisions into any subcontracts issued pursuant to this contract.

**Cargo Preference Act Requirements**

All Federal-aid projects shall comply with 46 CFR 381.7 (a)–(b) as follows:

(a) *Agreement Clauses.* Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(b) *Contractor and Subcontractor Clauses.* Use of United States-flag vessels: The contractor agrees—

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the Gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.



**EXHIBIT V**  
**GEORGIA DEPARTMENT OF TRANSPORTATION, DISADVANTAGED BUSINESS ENTERPRISE**  
**PROGRAM, CRITERA FOR ACCEPTABILITY**



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

|  |  |
|--|--|
| <b>Contractor's Name:</b>  |  |
| <b>Solicitation/Contract No./ Call No.<br/>or Project Description:</b> |  |

### CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

**I hereby declare under penalty of perjury that the  
foregoing is true and correct**

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

## **APPENDICES**

### **1. AFFIDAVITS**

- ☐ Affidavit Verifying Status for City Public Benefit Application
- ☐ Contractor Affidavit Under O.C.G.A. §13-10-91(b)(1)

### **2. CORPORATE CERTIFICATE**

### **3. BONDS**

### **4. LIST OF SUBCONTRACTORS**

**Affidavit Verifying Status  
for City Public Benefit Application  
(Bidder to sign and return)**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) \_\_\_\_\_ I am a United States citizen

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\*Alien                      Registration                      number                      for                      non-citizens

**\*\*PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**  
**(Bidder to sign and return)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## **CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that \_\_\_\_\_ who signed said bid in behalf of the Contractor, was then (title)\_\_\_\_\_ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_Georgia\_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(Seal)

\_\_\_\_\_  
(Signature)

**BID BOND**  
**(BID BOND TO BE RETURNED WITH BID)**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)\_\_\_\_\_

(Address of Contractor) at \_\_\_\_\_

(Corporation, Partnership and or Individual) hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Sandy Springs Georgia  
7840 Roswell Rd., Bldg.-500, Sandy Springs, Georgia 30350

herein after referred to as Obligee, in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Sandy Springs, Georgia, a proposal for furnishing materials, labor and equipment for:

**ATMS III**  
**ITS SYSTEM EXPANSION AT THIRTY INTERSECTIONS**  
**PROJECT PI 0013141**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Sandy Springs, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Sandy Springs, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Sandy Springs, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Sandy Springs, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated

damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1, et. seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST

BY: \_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Principal)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Address)



## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Sandy Springs, Georgia  
7840 Roswell Rd., Bldg.-500, Sandy Springs, Ga. 30350

hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated \_\_\_\_\_ for:

### **ATMS III ITS SYSTEM EXPANSION AT THIRTY INTERSECTIONS PROJECT PI 0013141**

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed hereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including but not limited to, O.C.G.A. § 36-91-1 et. seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

(Surety)

ATTEST BY:

\_\_\_\_\_  
Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Sandy Springs Georgia  
7840 Roswell Rd., Bldg.-500, Sandy Springs, Georgia 30350

hereinafter referred to as Oblige; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract hereto attached, with the Oblige, dated \_\_\_\_\_ for:

### ATMS III ITS SYSTEM EXPANSION AT THIRTY INTERSECTIONS PROJECT PI 0013141

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed there under shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed there under.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within One Hundred and Twenty (120) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1, et. seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

ATTEST

\_\_\_\_\_  
(Principal)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

BY: \_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

## MAINTENANCE BOND

CITY OF SANDY SPRINGS, GEORGIA

PROJECT NO: FULTON COUNTY, GEORGIA

BOND NO:

\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS

That we, \_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are held and firmly bound unto the CITY  
OF SANDY SPRINGS, GEORGIA, as Oblige in the sum of 1/3 of the contract bid for the payment  
of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors  
and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the City of Sandy Springs for

**ATMS III  
ITS SYSTEM EXPANSION AT THIRTY INTERSECTIONS  
PROJECT PI 0013141**

and said work has now been completed and the Oblige desires a maintenance bond guarantee said  
streets and improvements for a period of one (1) year beginning \_\_\_\_\_ and ending  
\_\_\_\_\_.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal  
shall fully indemnify and save harmless the City of Sandy Springs from any and all loss, costs,  
expenses or damages, for any repairs or replacements required because of defective workmanship or  
materials in said construction, then this obligation shall be null and void; otherwise to be and remain  
in full force and effect as to any such claim arising within one (1) year from the completion of said  
construction as set forth in said agreement.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Witness:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Name of Surety. Company)

\_\_\_\_\_  
(Attorney-in-fact)

**LIST OF SUBCONTRACTORS**  
**(Bidder to complete and return)**

I do \_\_\_\_\_, do not \_\_\_\_\_, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

Company Name: \_\_\_\_\_